

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WISCONSIN

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EDGEWOOD HIGH SCHOOL OF THE
SACRED HEART, INC.,

Plaintiff,

Case No. 3:21-cv-0018-wmc

CITY OF MADISON, WISCONSIN,
et al,

Defendants.

DEPOSITION OF

JOHN W. STRANGE

June 1, 2022
Madison, Wisconsin

Reported by: Cheri Winter, CSR

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1 DEPOSITION OF JOHN W. STRANGE, called as a

2 witness, taken at the instance of the Plaintiff,

3 pursuant to Subpoena, before Cheri Winter, Certified

4 Shorthand Reporter, and a notary public in and for the

5 State of Wisconsin, at the law offices of Godfrey &

6 Kahn, S.C., One East Main Street, Suite 500, Madison,

7 Wisconsin, on the 1st day of June, 2022, commencing at

8 8:56 a.m.

9

10 APPEARANCES:

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1 WEDNESDAY, JUNE 1, 2022, 8:56 A.M.

2 --o0o--

3 ATTORNEY JOHN STRANGE,

4 having been first duly sworn, was examined and

5 testified as follows:

6 --o0o--

7 BY MR. INGRISANO:

8 Q. Good morning, Mr. Strange. Could you please

9 state your name and spell it for the record.

10 A. Sure. John Strange, J-o-h-n, last name is

11 Strange, S-t-r-a-n-g-e, just like the word.

12 Q. What is your current residential address?

13 A. 5010 La Crosse Lane.

14 Q. That's in Madison?

15 A. Madison, yep. 53705.

16 Q. How are you employed, sir?

17 A. I work for the University of Wisconsin.

18 Q. In what capacity?

19 A. I teach at the law school.

20 Q. What courses?

21 A. I teach legal research and writing. Legal

22 courses. That's it so far. I've only been there for a

23 year.

24 Q. When did you start that job?

25 A. August of last year, 2021.

<p style="text-align: right;">Page 6</p> <p>1 Q. And prior to that you were employed where?</p> <p>2 A. City of Madison.</p> <p>3 Q. In what capacity?</p> <p>4 A. City attorney's office, assistant city</p> <p>5 attorney.</p> <p>6 MS. ZYLSTRA: And I know these are easy</p> <p>7 answers, but for the court reporter try and slow down</p> <p>8 just a little.</p> <p>9 THE WITNESS: Sorry.</p> <p>10 Q. MR. INGRISANO: So, Mr. Strange, as assistant</p> <p>11 city attorney what were your responsibilities in that</p> <p>12 role?</p> <p>13 A. Well, I started in 2009 and I was in the</p> <p>14 prosecution unit for about four to five years. And so</p> <p>15 in that capacity, I handled all manner of municipal</p> <p>16 ordinance violations -- municipal ordinance violations</p> <p>17 in municipal court.</p> <p>18 And then sometime before I moved out of the</p> <p>19 prosecution unit I started to represent Madison Metro</p> <p>20 Transit, so transportation law. That was probably in</p> <p>21 about, I don't know, 2013 or so, 2014, when that</p> <p>22 happened.</p> <p>23 And then when I moved out of prosecution</p> <p>24 altogether, I took over land use and zoning. So from</p> <p>25 about 2013 or '14 on, I was the primary lawyer for</p>	<p style="text-align: right;">Page 8</p> <p>1 representatives about its athletic field?</p> <p>2 A. With Edgewood or its representatives, probably</p> <p>3 around the time that they filed for the application to</p> <p>4 amend the master plan, if not after that. I wasn't</p> <p>5 involved in anything prior to that.</p> <p>6 Q. So is it fair to summarize perhaps you began</p> <p>7 involvement late 2018, early 2019?</p> <p>8 A. That would be right, yeah.</p> <p>9 Q. Do you recall meeting with Edgewood or its</p> <p>10 attorneys in January of 2019 to discuss the athletic</p> <p>11 field?</p> <p>12 A. I don't recall off the top of my head meeting</p> <p>13 with them. I met with their attorneys either over the</p> <p>14 phone or in person a number of times over the course of</p> <p>15 a period of time.</p> <p>16 I don't remember a specific meeting with their</p> <p>17 attorneys and Edgewood officials.</p> <p>18 Q. Do you recall a particular meeting with Nathan</p> <p>19 Wautier and Matthew Tucker in about the middle of 2018</p> <p>20 in which you were discussing the master plan amendment?</p> <p>21 A. In the middle of 2018?</p> <p>22 Q. In the middle of January 2019.</p> <p>23 A. In the middle of January 2019, I don't recall.</p> <p>24 I don't recall that.</p> <p>25 Q. Do you ever recall a meeting with Mr. Wautier</p>
<p style="text-align: right;">Page 7</p> <p>1 Madison Metro Transit and land use and zoning.</p> <p>2 And then as I got closer to the time when I</p> <p>3 left, I was also doing a lot of projects for the</p> <p>4 Council.</p> <p>5 For example, we had this task force on</p> <p>6 structure of government. It was a two- to three-year</p> <p>7 period where I was lead staff for. We ended up having</p> <p>8 90 meetings with 11 members of this task force looking</p> <p>9 at racial equity and social justice issues with respect</p> <p>10 to Madison government.</p> <p>11 Q. Just so I'm clear, it was around 2013-2014</p> <p>12 when you began taking on responsibilities for land use</p> <p>13 and planning?</p> <p>14 A. That's my best guess, but I can't remember the</p> <p>15 exact year. I was in the prosecution unit for four to</p> <p>16 five years or so.</p> <p>17 Q. And you continued to be responsible or</p> <p>18 continued to work in the areas of transportation after</p> <p>19 that?</p> <p>20 A. That's correct.</p> <p>21 Q. So you added land use to transportation. You</p> <p>22 didn't stop doing transportation?</p> <p>23 A. That's correct.</p> <p>24 Q. As assistant city attorney, when, if ever, did</p> <p>25 you first engage in discussions with Edgewood or its</p>	<p style="text-align: right;">Page 9</p> <p>1 in January of 2019 or February of 2019 in which you were</p> <p>2 discussing -- in which it was discussed about whether</p> <p>3 Edgewood would table the master plan amendment?</p> <p>4 A. Are you asking about January or February or</p> <p>5 both?</p> <p>6 Q. Let's ask about January.</p> <p>7 Do you remember a January meeting with</p> <p>8 Mr. Wautier in which he discussed tabling the master</p> <p>9 plan amendment?</p> <p>10 A. I don't remember a meeting with him. I</p> <p>11 remember conversations that they had started to talk</p> <p>12 about tabling the amendments, but I don't remember a</p> <p>13 specific meeting.</p> <p>14 Q. Do you remember conversations with those that</p> <p>15 had been telephonic conversations with --</p> <p>16 A. I don't recall if they were telephonic or in</p> <p>17 person. I just remember there were conversations.</p> <p>18 Q. Did you have any conversations with</p> <p>19 Mr. Wautier about Edgewood adding lights to its athletic</p> <p>20 field through the administrative process in January or</p> <p>21 early February of 2019?</p> <p>22 MS. ZYLSTRA: Object to form. You can answer.</p> <p>23 A. Well, I remember the discussion relative to</p> <p>24 tabling the amendment, so they filed for an amendment to</p> <p>25 the master plan in November. They were going forward</p>

<p style="text-align: right;">Page 10</p> <p>1 with that, and then they sort of stopped and decided 2 they weren't going to go forward with that anyway or 3 were considering not going forward with that anyway. 4 That was a very unusual circumstance for us in 5 general. Normally when somebody files an application, 6 they go through with it one way or the other. So 7 suddenly there were discussions about potentially 8 tabling that. 9 And I remember discussions about what happens 10 if we apply for lights. And I remember thinking I've 11 never known of an applicant to stop their application 12 and start applying for permits they would otherwise need 13 to get if they got the application ultimately approved. 14 So I don't remember when those were. You're 15 asking January or February. I can't tell if they were 16 January or February, but I remember those conversations. 17 Q. You remember, do you not, sir, that Edgewood 18 filed a light application for -- an application for 19 lights under the outdoor lighting ordinance on or around 20 February 22nd of 2019; correct? 21 A. I remember that they filed an application for 22 lights. I don't exactly know when they filed it. 23 Q. Sure. Prior to them actually filing the 24 application, though, they had apprised you, hadn't they, 25 that they were considering tabling their amendment?</p>	<p style="text-align: right;">Page 12</p> <p>1 Q. And there was extra storage; correct? 2 A. I don't remember the storage. 3 Q. They didn't seek any -- after raising with you 4 the issue of tabling the master plan amendment, they did 5 not seek either locker rooms, concessions, or restrooms 6 through any other permitting process; is that right? 7 MS. ZYLSTRA: Objection. Form and foundation. 8 You can answer. 9 A. Not that I recall. 10 Q. When Edgewood's representatives, prior to 11 filing for their outdoor lighting permit, when they 12 raised the issue of seeking lighting did you confirm or 13 advise that a light application could be approved? 14 MS. ZYLSTRA: Objection. Form. You can 15 answer. 16 A. At what point are you talk about? 17 Q. Sure. Between the period of time in which 18 they first raised the issue of tabling the amendment and 19 seeking lights separately versus when they actually 20 filed their light application, did you ever advise them 21 or confirm that they could get a lighting application 22 approved? 23 MS. ZYLSTRA: Objection. Form. You can 24 answer. 25 A. No, I did not. I was not -- 10.085, which is</p>
<p style="text-align: right;">Page 11</p> <p>1 A. Right. They had discussed the possibility of 2 tabling the amendment and that's when they started to 3 ask about the possibility of basically trying to get the 4 things that were in their amendment without going 5 through the amendment. 6 Q. Taking more of a piecemeal approach; is that 7 fair? 8 MS. ZYLSTRA: Objection. Form. You can 9 answer. 10 A. I don't know that I would use the word 11 "piecemeal." All I remember is suddenly they were 12 talking about just filing a lighting application and 13 thinking that that was the only time I had ever known 14 that to happen where somebody just starts filing for 15 permits before they go through with their application. 16 Q. You understood that their master plan 17 amendment was filed, as you said, in November of 2018. 18 Part of that amendment sought locker rooms; 19 correct? 20 A. Correct. 21 Q. And part of that sought concession stands? 22 A. Correct. 23 Q. Restrooms? 24 A. I don't -- yeah, correct. There were 25 restrooms involved.</p>	<p style="text-align: right;">Page 13</p> <p>1 the lighting ordinance, that was not my area. So I 2 didn't know -- that was the first time I had ever even 3 heard of 10.085 as a separate issue, so I wasn't the 4 lighting lawyer. 5 So at that point I would have had no basis to 6 advise them about the technical aspects of lighting, 7 whether there is lumens, those kinds of things, so I 8 didn't know anything about that stuff. 9 I knew that there was interaction with zoning 10 code and to still be compliant with the zoning code, but 11 I didn't advise them one way or the other before they 12 filed the application. 13 Q. Prior to Edgewood filing its application for 14 lights did you hear or see Matt Tucker advise Edgewood 15 or its attorneys that a lighting application could be 16 approved without a master plan amendment? 17 A. No. 18 Q. Same question with respect to sound approval 19 for amplified sound. 20 MS. ZYLSTRA: Objection. Form. You can 21 answer. 22 A. What's the question? 23 Q. Sure. Did you ever observe or hear Matt 24 Tucker advise Edgewood prior to its lighting application 25 being filed that it could get approval for amplified</p>

<p style="text-align: right;">Page 14</p> <p>1 sound for its football field, for its athletic field?</p> <p>2 A. No.</p> <p>3 Q. Prior to the application being filed for</p> <p>4 lighting did you ever see or observe or hear Matt Tucker</p> <p>5 advise Edgewood on the subject of temporary bleachers?</p> <p>6 A. No, I -- I don't remember anything about</p> <p>7 temporary bleachers until after -- after all of that.</p> <p>8 Q. In your communications with Matt Tucker prior</p> <p>9 to Edgewood filing the lighting application did you and</p> <p>10 he ever discuss whether the City would be able to</p> <p>11 approve a lighting application without a master plan</p> <p>12 amendment?</p> <p>13 MS. ZYLSTRA: Wait a minute, wait a minute,</p> <p>14 wait a minute. Let me hear it back.</p> <p>15 (Record read.)</p> <p>16 MS. ZYLSTRA: Counsel, I think that's</p> <p>17 attorney-client privilege and I'll instruct him not to</p> <p>18 answer. And if it is cabined with respect to the topics</p> <p>19 that we have already covered, one of which relates to</p> <p>20 the February 27th letter, I'm fine with him answering.</p> <p>21 If it extends beyond that, if we don't put any</p> <p>22 constraints with respect to the time period, then I</p> <p>23 think I would call it privilege and instruct him not to</p> <p>24 answer.</p> <p>25 MR. INGRISANO: This is the time period</p>	<p style="text-align: right;">Page 16</p> <p>1 consulting.</p> <p>2 A. I don't recall consulting or giving any</p> <p>3 advice. It would have been unusual for us to think</p> <p>4 about it without an application on file, because there</p> <p>5 are too many variables to guess at.</p> <p>6 So prior to the application being filed, I</p> <p>7 don't recall and I would doubt we did.</p> <p>8 Q. So in conjunction with the master plan</p> <p>9 amendment filed by Edgewood in November of 2018, did you</p> <p>10 review Edgewood's master plan?</p> <p>11 A. No. When they filed it -- are you asking for</p> <p>12 when they filed the plan? No.</p> <p>13 Q. In conjunction with that, at or around that</p> <p>14 time.</p> <p>15 A. No.</p> <p>16 Q. Did you review the Edgewood Master Plan at any</p> <p>17 time prior to the filing of the light application in</p> <p>18 February of 2019?</p> <p>19 A. Well, at some point the issue of games was</p> <p>20 raised. That was the first -- that was the first that I</p> <p>21 had been brought into it, when it was -- the question</p> <p>22 came up whether or not they could play games on the</p> <p>23 field because of the language that said it was limited</p> <p>24 to --</p> <p>25 THE REPORTER: You have to speak up.</p>
<p style="text-align: right;">Page 15</p> <p>1 preceding that?</p> <p>2 MS. ZYLSTRA: If we're keeping it within that</p> <p>3 time period I'll allow him to answer, but I just want --</p> <p>4 MR. INGRISANO: What time period is that?</p> <p>5 MS. ZYLSTRA: The February time period</p> <p>6 relating to the lighting application in that letter.</p> <p>7 MR. INGRISANO: Okay. So I'm asking about</p> <p>8 before that lighting application.</p> <p>9 MS. ZYLSTRA: Well, I don't mind if it's --</p> <p>10 MR. INGRISANO: So I'm asking about February</p> <p>11 and January of 2018.</p> <p>12 MS. ZYLSTRA: If it's cabined to that time</p> <p>13 period I will let him answer.</p> <p>14 Do you need the question back again?</p> <p>15 THE WITNESS: I would like the question back</p> <p>16 again.</p> <p>17 MS. ZYLSTRA: I just want to be clear on the</p> <p>18 issue.</p> <p>19 MR. INGRISANO: That's fine.</p> <p>20 (Record read.)</p> <p>21 MS. ZYLSTRA: And that's in the</p> <p>22 January-February 2019 time period.</p> <p>23 THE WITNESS: Right. And you're asking for</p> <p>24 advice that I gave him or just whether we consulted?</p> <p>25 Q. MR. INGRISANO: I'm asking, at this point,</p>	<p style="text-align: right;">Page 17</p> <p>1 THE WITNESS: Because it was limited to the</p> <p>2 language of practices and classes. Sorry.</p> <p>3 And so I did look at that provision and that</p> <p>4 would have been prior to the lighting application.</p> <p>5 Because one of the reasons they talked about</p> <p>6 tabling the amendment was because of the interpretation</p> <p>7 about the games. But my review of the master plan was</p> <p>8 limited to that.</p> <p>9 Q. MR. INGRISANO: When did you first review the</p> <p>10 Edgewood Master Plan?</p> <p>11 A. I don't recall the date. It would have been</p> <p>12 when -- around the time when we communicated or Matt</p> <p>13 communicated to Edgewood that the games were not allowed</p> <p>14 on the field.</p> <p>15 So it would have been around that time that he</p> <p>16 came to me and said something like we found out that</p> <p>17 they were playing games on the field and so what do you</p> <p>18 think about this provision.</p> <p>19 Q. And that was communicated to Edgewood before</p> <p>20 the master plan amendment was filed; correct?</p> <p>21 A. I don't know. It would have been -- it was</p> <p>22 either around that time or after that time. I don't</p> <p>23 remember when it was related to when it was filed.</p> <p>24 Q. So if Matt Tucker testified that he</p> <p>25 communicated to Edgewood in or around October of 2018</p>

5 (Pages 14 - 17)

<p style="text-align: right;">Page 18</p> <p>1 about his interpretation about games not being permitted 2 under the master plan it would have been at or around 3 that time that you would have first reviewed the master 4 plan? 5 MS. ZYLSTRA: Objection. Form, foundation. 6 A. I don't -- like I said, I don't remember -- I 7 don't remember the date that he talked to me, the first 8 time he talked to me about the games. 9 You're asking about whether I reviewed the 10 master plan. So he asked me about the games, and I 11 looked at the provision of the master plan that dealt 12 with the games and told him what I thought about that. 13 MS. ZYLSTRA: Careful. 14 Q. MR. INGRISANO: I'll ask you to take a look at 15 Exhibit 45, Mr. Strange. 16 Mr. Strange, have you ever seen the email in 17 Exhibit 45, dated October 26, 2018, from Matt Tucker to 18 Brian Munson and Mike Elliot? 19 A. I mean, I don't recall seeing -- I don't 20 recall seeing this. I mean, I wasn't copied on the 21 letter. I don't recall seeing this at the time. 22 I remember -- I remember this issue coming up 23 within the context of a larger meeting where it was 24 raised this issue about the games, and that's the first 25 I recall getting involved and talking to Matt about it.</p>	<p style="text-align: right;">Page 20</p> <p>1 Q. MR. INGRISANO: -- or its attorneys? 2 A. When? 3 Q. Prior to the filing of the light application, 4 did you ever advise Edgewood that the City would have no 5 enforcement ability against team practices at night with 6 lights? 7 MS. ZYLSTRA: Objection. Form, foundation. 8 A. I don't recall advising Edgewood of that. 9 Q. Or its attorneys? 10 A. Or its attorneys. 11 Q. Prior to filing the -- prior Edgewood's filing 12 of its light application, did Mr. Wautier ever advise 13 you that Edgewood would likely table its master plan 14 amendment? 15 A. Prior to -- prior to filing the lighting 16 application did Nathan ever tell me that they were 17 considering tabling their -- 18 Is that the same question you asked earlier 19 when we started all this? 20 Q. That's the question I just asked. 21 A. I know, but are you asking the same thing? 22 Q. I don't think so, that's why I'm asking it 23 now. 24 MS. ZYLSTRA: Object to form. You can answer. 25 A. Prior to filing -- prior to the time that they</p>
<p style="text-align: right;">Page 19</p> <p>1 Q. Sir, this is the first communication by the 2 City to Edgewood about a restriction on its ability to 3 play games on its field. 4 Do you have any reason to believe that you 5 were consulting with Mr. Tucker around this time on this 6 interpretation of the master plan? 7 MS. ZYLSTRA: Objection. Form, foundation. 8 A. I mean, it's possible that I talked with him 9 in October if that's when this email came out. 10 I don't know for certain that I talked to him 11 prior to him sending this email. I just remember him 12 consulting with me at some point about the fact that he 13 had learned information related to the number of games 14 being played, the kind of games being played on the 15 field. 16 And I don't remember the timeline with respect 17 to October or November when they filed the application. 18 Q. Prior to Edgewood filing its light 19 application, sir, did you ever advise the City would 20 have no enforcement ability against team practices at 21 Edgewood held at night under the lights? 22 MS. ZYLSTRA: Objection -- 23 Q. MR. INGRISANO: Did you ever advise 24 Edgewood -- 25 MS. ZYLSTRA: Okay. Thank you.</p>	<p style="text-align: right;">Page 21</p> <p>1 filed the lighting application I recall him telling me 2 that they were considering tabling the amendment. 3 That's all I recall about that. 4 Q. Did you ask him why? 5 A. I don't recall asking him why. I recall that 6 one of the issues was the interpretation of games. 7 Q. How was that an issue that would cause him to 8 table a master plan amendment that sought use of the 9 field? 10 A. I don't know. You would have to ask Nathan 11 that question. 12 That wasn't loud enough. You'd have to ask 13 Nathan that question. 14 Q. Okay. 15 A. I don't know what motivated them. 16 Q. Prior to filing the lighting application, to 17 your knowledge, was there any sort of protest petition 18 that was filed against Edgewood's master plan amendment? 19 MS. ZYLSTRA: Objection. Form, foundation. 20 You can answer. 21 A. I don't recall. 22 Q. Have you heard that any of the neighbors were 23 planning on filing a protest petition to Edgewood's 24 master plan amendment? 25 A. I had not heard that.</p>

<p style="text-align: right;">Page 22</p> <p>1 Q. In your experience as a city attorney what 2 would the effect of a filing of a protest petition be on 3 an amended master plan? 4 A. Well, to amend a master plan in the kind of 5 Campus-Institutional District you have to do a map 6 amendment, so that means changing the zoning. 7 So any time you do a map amendment there is a 8 possibility of a protest petition, and if a valid 9 protest petition is filed it increases the vote that's 10 required to three-quarters of the council instead of 11 majority vote. 12 Q. So supermajority instead of a majority vote? 13 A. I mean, three-quarters. People have different 14 definitions of supermajority. 15 Q. Understood. 16 (Exhibit 107 marked.) 17 Q. MR. INGRISANO: Mr. Strange, take a look at 18 Exhibit 107. 19 Do you recognize that, sir, as an email 20 exchange, the last email of which -- it appears the last 21 email of which you were copied upon. Do you see that? 22 A. When you say "the last email," are you talking 23 about January 22nd, 2019, 10:02 a.m.? 24 Q. Yes, the most recent. 25 A. I see I was copied on that email, yes.</p>	<p style="text-align: right;">Page 24</p> <p>1 A. Well, certainly by January 22nd, 2019 when 2 this email came through, and when it was set to go to 3 Plan Commission. 4 We knew it was going to go to Plan Commission 5 February 11, and so I would have found out sometime 6 before that. 7 It wasn't unusual for any project for me to 8 not be significantly involved in the preparations for an 9 upcoming Plan Commission meeting because there are so 10 many development projects throughout the City that 11 something like this could go all the way through without 12 me ever getting involved something like a big 13 development could. 14 So it wouldn't be surprising if they started 15 to say they are not going to go forward with it I was 16 made aware of that one way or the other. 17 (Exhibit 108 marked.) 18 Q. MR. INGRISANO: Mr. Strange, I'm handing you 19 what's been marked as Exhibit 108. 20 Do you recognize that, sir, as an email 21 exchange between and you Mr. Wautier, his email dated 22 February 22nd and yours dated February 23rd? 23 A. Yes, I recognize it. 24 Q. And that top email is an email that you sent? 25 A. It looks like it.</p>
<p style="text-align: right;">Page 23</p> <p>1 Q. Do you recall being apprised on this date by 2 this email that Edgewood was confirming that it was not 3 requesting consideration of its project at the February 4 11th Plan Commission? 5 A. You asked do I recall being apprised? Sitting 6 here right now I don't recall. I mean, this is three 7 years ago, right? 8 So I can look at this, though, and say I was 9 on this email, and I do recall hearing that they are not 10 going forward with the Plan Commission hearing, so I 11 certainly knew it around that time. 12 Q. And, again, you don't recall having any 13 conversations with Mr. Wautier or anyone else at 14 Edgewood about why they were not requesting 15 consideration at that next Plan Commission meeting; 16 correct? 17 A. I don't recall any specific conversations 18 about that. I'm not saying they didn't happen. I mean, 19 Nathan and I talked frequently, but if you're asking 20 about independent conversations, without any notes or 21 anything I don't know. 22 Q. So the best of your recollection you were 23 apprised of the possibility of this being tabled by late 24 January, by the end of January 2019; correct? 25 MS. ZYLSTRA: Objection. Form.</p>	<p style="text-align: right;">Page 25</p> <p>1 Q. And that's your email address? 2 A. Yes, that's my email address. 3 Q. And in the email below Mr. Wautier is advising 4 you that Edgewood is tabling its master plan amendment; 5 is that right? 6 A. That's correct. 7 Q. And you responded by thanking him; is that 8 right? 9 A. That's what it says. 10 Q. And then you said, "I assumed this was going 11 to be the result." Do you see that? 12 A. I do see that. 13 Q. Why did you assume that that was going to be 14 the result? 15 A. I don't -- sitting here, I don't recall why I 16 assumed that. 17 I recall conversations with Nathan as they 18 were trying to make a final decision on that, and that's 19 probably based on information that he had provided me 20 that made me think that that's the way they were 21 leaning. But I don't know for certain why I would have 22 said that I assumed that was going to be the result. 23 Q. Is it fair to say, sir, that you were not 24 surprised by Edgewood's decision to table its amendment 25 if you had assumed that that was the result that they</p>

<p style="text-align: right;">Page 26</p> <p>1 were going to be seeking?</p> <p>2 MS. ZYLSTRA: Object to form. You can answer.</p> <p>3 A. I don't -- I mean, was I surprised? I think</p> <p>4 probably I was --</p> <p>5 At that point we were hoping that they would</p> <p>6 go through with the master plan amendment process, and</p> <p>7 so surprise is probably not what I was feeling, just</p> <p>8 more realistic.</p> <p>9 This is what he had been telling they were</p> <p>10 likely going to do and now he sends me an email saying</p> <p>11 this is what they are going to do.</p> <p>12 Q. I'll ask you to take a look at Exhibit 6,</p> <p>13 Mr. Strange.</p> <p>14 MR. INGRISANO: Counsel, while he's looking at</p> <p>15 that, just for the record, you're representing</p> <p>16 Mr. Strange today?</p> <p>17 MS. ZYLSTRA: I am.</p> <p>18 Q. MR. INGRISANO: Mr. Strange, I'm handing you</p> <p>19 what's been marked as Exhibit 6 there in the binder, a</p> <p>20 letter to Mike Elliot dated February 27, 2019 from Matt</p> <p>21 Tucker. Do you see that?</p> <p>22 A. I do.</p> <p>23 Q. And have you seen this letter before?</p> <p>24 A. I don't recall -- I don't recall seeing this</p> <p>25 until preparing for the deposition shown to me as one of</p>	<p style="text-align: right;">Page 28</p> <p>1 MS. ZYLSTRA: And can I just pause for a</p> <p>2 second. You know, it makes her job a lot easier --</p> <p>3 THE WITNESS: Yes, I know.</p> <p>4 MS. ZYLSTRA: -- if you don't talk over each</p> <p>5 other.</p> <p>6 THE WITNESS: Yep, yep.</p> <p>7 MR. ZYLSTRA: You're talking over me now. Do</p> <p>8 your best to wait until he's done with his question</p> <p>9 before you respond and he will do the same. Thank you.</p> <p>10 THE WITNESS: Sorry.</p> <p>11 Q. MR. INGRISANO: So, do you see that on Exhibit</p> <p>12 6?</p> <p>13 A. Yes.</p> <p>14 Q. The February 22nd acceptance of a lighting</p> <p>15 plan?</p> <p>16 A. February 22nd lighting plan, yes.</p> <p>17 Q. Between February 22nd and February 27th do you</p> <p>18 recall conferring with Mr. Tucker about the issuance of</p> <p>19 a permit for the lighting or the Edgewood Master Plan</p> <p>20 and its limitations?</p> <p>21 A. I don't have an independent recollection of</p> <p>22 conferring with him about this in between February 22nd</p> <p>23 and February 27th when this was sent out. It's possible</p> <p>24 that I did. If he called and sent me the letter it's</p> <p>25 possible I did.</p>
<p style="text-align: right;">Page 27</p> <p>1 the exhibits. But I don't recall seeing it. I mean,</p> <p>2 sitting here today I don't recall seeing it before that</p> <p>3 time.</p> <p>4 Q. Did you assist Mr. Tucker in drafting this</p> <p>5 letter?</p> <p>6 A. I did not assist him. This was February 27th.</p> <p>7 It would have been shortly after they filed the lighting</p> <p>8 application. I didn't -- Matt usually drafted these on</p> <p>9 his own.</p> <p>10 And he sometimes ran them past me, sometimes</p> <p>11 he didn't. I don't recall helping him draft like</p> <p>12 language or anything. It's possible that he ran it past</p> <p>13 me but I don't remember drafting language.</p> <p>14 Q. So the first line on this letter says, "On</p> <p>15 Friday, September 22nd, the Building Inspection Division</p> <p>16 accepted a lighting plan filed by Forward Electric on</p> <p>17 behalf of Edgewood High School to install lighting for</p> <p>18 the school's field." Do you see that?</p> <p>19 A. Uh-huh.</p> <p>20 Q. I'm sorry, is that a yes, Mr. Strange?</p> <p>21 A. Yes. I'm sorry, I've never done this before.</p> <p>22 I've never done a deposition, so normally --</p> <p>23 Q. The court reporter needs to hear your verbal</p> <p>24 answers. You've done a great job so far.</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 29</p> <p>1 I remember -- as I said earlier, I remember</p> <p>2 when the application was filed not knowing anything</p> <p>3 about 10.085, knowing that was more George Hank's area</p> <p>4 and saying to them take a look at this application.</p> <p>5 I knew that there were interactions with the</p> <p>6 zoning code because of the zoning code provisions and</p> <p>7 certain provisions in 10.085 related to other</p> <p>8 regulations, but I didn't know anything about the</p> <p>9 lighting aspect.</p> <p>10 Sitting here today, I couldn't tell you the</p> <p>11 difference between lumen and non-lumen, so I had sort of</p> <p>12 left it up to them to try and figure out what the</p> <p>13 application said.</p> <p>14 Q. To the best of your recollection when were you</p> <p>15 first consulted about the Edgewood lighting application?</p> <p>16 A. I don't recall the first time I was consulted</p> <p>17 about the Edgewood lighting application.</p> <p>18 Q. The end of the first paragraph of Exhibit 6,</p> <p>19 it says, "Those plans" -- meaning the Edgewood lighting</p> <p>20 plans -- "will be reviewed for compliance with MGO</p> <p>21 Section 10.085, and if the plans comply, electrical</p> <p>22 permits will be issued when requested."</p> <p>23 Did I read that correctly?</p> <p>24 A. That's what the document says, yes.</p> <p>25 Q. Prior to -- let me ask you this:</p>

<p style="text-align: right;">Page 30</p> <p>1 Did you ever have a contrary view of what 2 would happen to that lighting application or should 3 happen to that lighting application the difference from 4 that sentence? 5 MS. ZYLSTRA: Objection. Form. You can 6 answer. 7 A. Did I ever? Yes, I did. 8 Q. And when did you first develop that? 9 A. Well, George Hank said I don't think we can 10 issue this permit under 10.085. I looked at 10.085, 11 looked at the master plan, looked at the map amendment, 12 and said I agree, they don't have anything in the master 13 plan about lights. This is a capital improvement. 14 And I think my -- then, shortly after that, 15 Nathan and I had an exchange of formal letters where I 16 dug into the issue. 17 And so I don't know if it's contrary to that 18 line because that line says it's going to be reviewed 19 for compliance with MGO 10.085, and if they comply then 20 they would be issued. That's true. 21 My ultimate decision was -- my ultimate 22 interpretation was they didn't comply. 23 Q. The first time you recall analyzing, reviewing 24 that question was at some point with George Hank; is 25 that correct?</p>	<p style="text-align: right;">Page 32</p> <p>1 And so my concern was, not knowing anything 2 about 10.085, making sure that the application complied 3 with all aspects of that, one of which is it's got to 4 comply with the other regulations. 5 And so I don't recall the dates and times when 6 all of those determinations were made. 7 My first recollection of really digging into 8 it and providing a legal answer was when I responded to 9 Nathan's statement that we had already approved it. 10 Q. But prior to Edgewood filing its master plan 11 -- or I'm sorry, filing it's lighting application -- I 12 think I just heard you say this. 13 Prior to Edgewood filing its lighting 14 application you had come to the conclusion that lighting 15 would have to comply with Edgewood's master plan; is 16 that correct? 17 MS. ZYLSTRA: Object to form, foundation. You 18 can answer. 19 A. I had come to the conclusion that because the 20 master plan was still in effect we had to make sure that 21 whatever was being proposed in that area complied with 22 the master plan. 23 Q. Between February 22nd and February 27, do you 24 know if you had any in-person meetings with Mr. Tucker? 25 A. Sitting here today I can't recall an in-person</p>
<p style="text-align: right;">Page 31</p> <p>1 A. That's the first time that I recall, yes, 2 really looking into it and giving an interpretation from 3 our perspective. 4 Q. The next line of this letter in the start of 5 the first -- in the start of the second paragraph, "The 6 City believes this permit can be issued without 7 requiring amendment to the approved 2014 Master Plan." 8 Do you see that? 9 A. I do. 10 Q. And on or before the date of this letter had 11 you ever expressed that statement or sentiment to anyone 12 else within the City? 13 MS. ZYLSTRA: Objection. Form. 14 A. I don't recall ever making that sentiment, no. 15 Q. Had you heard anyone from the City ever 16 express that sentiment to you? 17 MS. ZYLSTRA: Objection. Form. 18 A. I don't recall hearing anybody express that 19 sentiment to me. 20 My thinking throughout this process was that 21 the master plan, whatever is being -- whatever is being 22 applied for has to comply with the master plan, right? 23 So we go through this process of having the 24 master plan amendment and then they switch gears in 25 filing a lighting application.</p>	<p style="text-align: right;">Page 33</p> <p>1 meeting. I'm sorry. It's been a long time. 2 Q. How about emails in which drafts of this 3 letter, Exhibit 6, may have been sent during that period 4 of time? 5 A. Do I recall any emails? I don't -- like I 6 said, there may have been emails. I don't recall seeing 7 this letter up until that point. 8 If he -- if he contacted me about it, he may 9 have emailed it to me, he may have called me about it to 10 talk about it verbally. If I looked at it, it was 11 pretty quick and then the letter went out. 12 Q. With respect to this Exhibit 6, is anything in 13 this Exhibit 6 -- and take a look at it if you have to 14 further, the first page of Exhibit 6. 15 Did anything in this exhibit run contrary to 16 your understanding of the City's position on Edgewood's 17 lighting application as of February 27? 18 MS. ZYLSTRA: Objection. Form, foundation. 19 You can answer. 20 THE WITNESS: Could you read that back to me 21 just so I understand the time. 22 (Record read.) 23 THE WITNESS: Well, as I read this today, what 24 I read this saying is that the lighting application has 25 to comply with 10.085 and the master plan, and that it's</p>

<p style="text-align: right;">Page 34</p> <p>1 being reviewed for compliance with MGO 10.085.</p> <p>2 I don't -- on this date, February 27th, it</p> <p>3 sounds like it was still being reviewed for compliance</p> <p>4 with 10.085.</p> <p>5 So I don't know that it necessarily takes a</p> <p>6 position that I could say would be contrary.</p> <p>7 What I testified to before was that when</p> <p>8 George Hank raised his hand and said I don't think we</p> <p>9 can issue this permit, and I looked closely at the</p> <p>10 application, closely at the master plan and specifically</p> <p>11 10.085, I determined that I agreed with him.</p> <p>12 Q. Mr. Strange, do you remember having a call</p> <p>13 with Nathan Wautier on or around February 26 of 2019 in</p> <p>14 which you agreed that the lighting application was a</p> <p>15 separate issue from the zoning use and the master plan?</p> <p>16 A. No, I don't have any independent recollection</p> <p>17 of that.</p> <p>18 Q. Do you recall telling Mr. Wautier that you</p> <p>19 told Mr. Tucker and Ms. Stouder that the two were</p> <p>20 separate issues?</p> <p>21 A. Do I recall Mr. Wautier telling?</p> <p>22 Q. Right. Do you recall telling Mr. Wautier that</p> <p>23 you told Matt Tucker and Heather Stouder that those were</p> <p>24 separate issues, i.e., the light application and the</p> <p>25 zoning use under the master plan?</p>	<p style="text-align: right;">Page 36</p> <p>1 Q. Sure.</p> <p>2 A. I'm sorry, you're asking me to recall</p> <p>3 something over a period of time.</p> <p>4 I recall when George raised the issue of</p> <p>5 whether or not we could issue the permit. I recall</p> <p>6 asking Matt for documents at some point and I remember</p> <p>7 he sent this to me. That was the first time I saw this.</p> <p>8 Q. So the first time that you recall seeing</p> <p>9 Exhibit 3 was after, you're saying, George Hank raised</p> <p>10 the question of whether the light permit could be</p> <p>11 issued; is that right?</p> <p>12 A. Right. To the best of my recollection that's</p> <p>13 the first time I would have seen this.</p> <p>14 Q. Did you have any discussions with either Steve</p> <p>15 Rewey or Christina Thiele about their involvement with</p> <p>16 this approval at Exhibit 3?</p> <p>17 A. No. This is -- these site plan verification</p> <p>18 forms, this is probably the third one I've ever seen in</p> <p>19 my life, so I just wasn't involved in that sort of staff</p> <p>20 process.</p> <p>21 Q. Understood. But after the fact, and in</p> <p>22 looking at the approval and in looking at George's</p> <p>23 expression that he didn't think the light permit should</p> <p>24 issue, in doing your review and advising the City, you</p> <p>25 didn't go back and talk to Steve or Christina?</p>
<p style="text-align: right;">Page 35</p> <p>1 A. I don't recall. I don't recall telling Nathan</p> <p>2 that, if that's what you're asking.</p> <p>3 Q. Do you remember telling Mr. Wautier at that</p> <p>4 time on or around February 26th of 2019 that the</p> <p>5 lighting application was presently then in the normal</p> <p>6 process of being reviewed for compliance with 10.085?</p> <p>7 A. I don't recall conversations with Nathan on</p> <p>8 February 26th.</p> <p>9 Q. Let me ask you to take a look at Exhibit 38,</p> <p>10 sir. Actually, let me ask you to take a look instead at</p> <p>11 Exhibit 3. It's a more legible copy. Maybe keep a</p> <p>12 bookmark on 38.</p> <p>13 A. I'll just remember the number. That's easier</p> <p>14 to see.</p> <p>15 Q. It is. Sir, do you recognize Exhibit 3 as a</p> <p>16 printout of a City of Madison Site Plan Verification?</p> <p>17 MS. ZYLSTRA: Objection. Form, foundation.</p> <p>18 You can answer.</p> <p>19 A. I do.</p> <p>20 Q. Have you ever reviewed this document before?</p> <p>21 A. I have.</p> <p>22 Q. And do you recall reviewing this in February</p> <p>23 and/or March of 2019?</p> <p>24 A. Again, I'm having trouble with the date frames</p> <p>25 you're giving.</p>	<p style="text-align: right;">Page 37</p> <p>1 A. No.</p> <p>2 (Exhibit 109 marked.)</p> <p>3 Q. MR. INGRISANO: Mr. Strange, I'm handing you</p> <p>4 what's been marked as Exhibit 109.</p> <p>5 A. Okay.</p> <p>6 Q. It's an email exchange between you and Nathan</p> <p>7 Wautier starting Thursday, March 7, 2019, at 4:25 p.m.,</p> <p>8 and ending March 7 at 6:24 p.m. Do you see that?</p> <p>9 A. I do see this email that you -- this series of</p> <p>10 emails. If I could take a minute to read them all.</p> <p>11 Q. Yeah, please, go ahead.</p> <p>12 A. Okay.</p> <p>13 Q. Sir, do you remember discussing with</p> <p>14 Mr. Wautier in this email a meeting that was coming up</p> <p>15 on March 8th and whether or not to attend that meeting?</p> <p>16 MS. ZYLSTRA: Objection. Form. You can</p> <p>17 answer.</p> <p>18 A. I recall that now, having reviewed this</p> <p>19 document.</p> <p>20 Q. Did you attend that meeting on March 8?</p> <p>21 A. No.</p> <p>22 MS. ZYLSTRA: Objection. Form. You can</p> <p>23 answer.</p> <p>24 A. No, I did not.</p> <p>25 Q. And you write on March 7 at 4:30 p.m., "No" --</p>

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1 as in saying you were not aware of a meeting tonight --
 2 "There are some neighbors (I don't know if it's No
 3 Stadium Now) who asked for a meeting with staff through
 4 Alder Arntsen. That meeting is tomorrow. It is my
 5 understanding they want clarification on process."
 6 Did I read that correctly?
 7 A. You did.
 8 Q. So do you have an understanding of who was
 9 going to be attending that meeting?
 10 MS. ZYLSTRA: Objection. Form, foundation.
 11 A. I don't.
 12 Q. Do you know if Mr. Tucker attended that
 13 meeting?
 14 A. I don't know.
 15 Q. Alder Evers?
 16 A. I don't know. I just knew I wasn't going to
 17 attend and that's pretty much the last I thought of it.
 18 Q. Sure. At this point in time in communicating
 19 with Mr. Wautier did you understand that Edgewood had
 20 filed its lighting application?
 21 A. I mean, they would have filed their lighting
 22 application. Presumably, I would have understood that.
 23 But sitting there I can't say that I recall that while I
 24 was having this conversation with him.
 25 Q. Sure. While you're having this email

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1 conversation with Mr. Wautier did you understand at that
 2 point in time that Mr. Hank had expressed a concern or
 3 reservation about issuing the lighting permit?
 4 A. I can't remember when George first did that in
 5 relation to this email exchange.
 6 Q. But there is nothing in this email that would
 7 suggest that there is an issue to Mr. Wautier about the
 8 Edgewood lighting application; is that right?
 9 A. This email appears to be Nathan asking me if
 10 there is a meeting whether Edgewood could go, whether I
 11 was going to go, and I responded with what I knew about
 12 that meeting at the time. I don't -- it doesn't contain
 13 any other information than that.
 14 Q. As you sit here today when you read this
 15 email, as of March 7 you were not aware of any looming
 16 or potential issues between Edgewood and the City of
 17 Madison with respect to that lighting application as of
 18 that March 7 date; is that right?
 19 MS. ZYLSTRA: Objection. Form, foundation,
 20 misstates testimony. You can answer.
 21 A. I don't recall -- again, I don't recall the
 22 date when I first heard about that from George.
 23 Q. Did you receive any sort of report about what
 24 was discussed at that meeting on March 8th?
 25 A. No.

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1 Q. On March 7, when you're sending this email --
 2 in sending these emails to Mr. Wautier on Exhibit 109
 3 were you aware that, per Exhibit 3, that the lighting
 4 review and zoning review had already been stamped
 5 approved by city staff?
 6 MS. ZYLSTRA: Objection. Form. You can
 7 answer.
 8 A. I don't know. I don't think so. I don't
 9 know. Again, the timeline is -- I don't know the exact
 10 timeline.
 11 Q. I'd ask you to look at Exhibit 70, sir. It's
 12 going to be in the other binder.
 13 A. Okay.
 14 Q. Take a look at that Exhibit 70. Do you
 15 recognize that document, sir?
 16 A. I do.
 17 Q. It's a letter to you dated March 12, 2019 by
 18 Nathan Wautier; correct?
 19 A. Correct.
 20 Q. And you recall receiving this letter?
 21 A. I do recall receiving this letter.
 22 Q. Sir, in the second paragraph of the first page
 23 of this Exhibit 70 it says, "It has come to my attention
 24 that the City of Madison is considering the revocation
 25 of its prior approval of the complaint application based

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1 upon a new zoning interpretation for the Edgewood campus
 2 that the light poles of any height -- that light poles
 3 of any height are not allowed."
 4 Did I read that correctly?
 5 A. I mean, not verbatim, but yes.
 6 Q. I misspoke once, but that's --
 7 A. Yes.
 8 Q. Okay. Do you know, sir, how it came to
 9 Mr. Wautier's attention that there -- well, let me ask
 10 you this:
 11 As of March 12, 2019, was it your
 12 understanding that the City of Madison was indeed
 13 considering revocation of the prior approval?
 14 MS. ZYLSTRA: Objection. Form. You can
 15 answer.
 16 A. Again, I don't recall the dates. I recall
 17 that at some point George raised his hand and said
 18 "hey," and we took a look at it and I agreed that we
 19 couldn't issue it.
 20 The next thing I recall is Nathan sending this
 21 letter and saying -- and I don't know how they -- I
 22 don't know how they learned of it, of a changed
 23 interpretation or -- I don't.
 24 Q. But you are saying that what you described as
 25 George Hank raising his hand, you're saying that George

<p style="text-align: right;">Page 42</p> <p>1 Hank did raise his hand before you received this letter 2 from Nathan Wautier? 3 A. That would be my -- that would be my best 4 guess that, yes, he did. 5 I mean, at that point, we would have 6 presumably -- based on Nathan's letter we would have 7 talked about it up until that point George would have 8 said something. 9 Q. Do you recall how far, before receiving this 10 letter, that you would have been meeting with Mr. Hank 11 where he would have been expressing that concern and, as 12 you said, raising his hand about issuing that permit? 13 MS. ZYLSTRA: Objection. Form. You can 14 answer. 15 A. I don't recall how far before. 16 Q. Sir, if you look at Exhibit 109 briefly. It 17 should be a separate exhibit. 18 Exhibit 109, when you look at some of the 19 markings on this document it references March 7 as being 20 a Thursday. Do you see that? 21 A. I do. 22 Q. So is that consistent with the idea that there 23 is going to be a Friday meeting that was referenced on 24 March 8th in this document; correct? 25 MS. ZYLSTRA: Objection. Form, foundation.</p>	<p style="text-align: right;">Page 44</p> <p>1 letter on March 12, so the meeting would have occurred 2 on March 11. 3 Do you recall a meeting with George Hank on 4 March 11? 5 MS. ZYLSTRA: Objection. Form. You can 6 answer. 7 A. No, I don't recall a meeting with George. 8 What I recall from that day, to the best of my 9 recollection, is a telephone call with Nathan telling me 10 he was going to send me this letter, and I said okay. 11 But I didn't -- I don't recall meeting with 12 George or anybody else on that day. 13 Q. So as of March 11 you knew that Exhibit 70 was 14 in process for Mr. Wautier; is that right? 15 A. Well, I knew that he was thinking about 16 sending a letter. I think he was trying to determine 17 whether he thought it was the best thing to do or not. 18 So I didn't know if it was coming or not or 19 what it would say. And so that's what I recall from 20 that day or around that day. 21 Q. Did he express to you why he was sending you 22 that letter? 23 A. I think he expressed generally the same thing 24 he expressed in the letter. 25 Q. Did he express how it had come to his</p>
<p style="text-align: right;">Page 43</p> <p>1 You can answer. 2 A. Say that again. 3 Q. Sure. Is that consistent with the idea that 4 there is going to be a meeting the following day, March 5 8th, which would have been a Friday; correct? 6 MS. ZYLSTRA: Objection. Form. You can 7 answer. 8 A. If that's when the meeting happened. I mean, 9 my email says at the time it looked like I thought the 10 meeting was going to be tomorrow, that would have been 11 Friday. I don't have an independent recollection of 12 when the meeting actually occurred because I didn't go. 13 Q. And as you said before, you don't have a 14 recollection of anyone confirming for you that meeting 15 occurred, right? 16 A. Correct. 17 Q. Sir, if Thursday, March 7 -- well, if March 7 18 is a Thursday, by my calculation March 12 would have 19 been a Tuesday. Do you agree with that? 20 A. Yes. 21 Q. Do you recall meeting with George Hank over 22 the weekend on either March 9 or March 10? 23 A. No. 24 Q. Do you recall meeting with George Hank the day 25 before this meeting on March 12 -- I'm sorry, before the</p>	<p style="text-align: right;">Page 45</p> <p>1 attention? 2 A. No, not that I recall. 3 Q. In Exhibit 109, he's thanking you for getting 4 back to him. He's telling you he's not going to attend 5 this meeting and he's wishing you to have a good 6 weekend; correct? 7 A. That is correct. 8 Q. So as of March 7, 2019, were you aware of any 9 issue that Nathan Wautier had with the City of Madison 10 regarding the light permit? 11 MS. ZYLSTRA: Objection. Form, foundation. 12 You can answer. 13 A. I can't speculate to what issues Nathan may or 14 may not have had with the City at that point. 15 Q. So when you talked to him on March 11 was that 16 the first you were hearing that Nathan was having a 17 problem with the City's position on the light permit? 18 A. That's the first I recall hearing it. I don't 19 know if we had conversations before that. 20 To be quite honest, my ears really didn't perk 21 up until I got a letter with a lawyer letter like this 22 thinking, ope, I better engage here. 23 So I don't recall if the 11th was the first 24 time he mentioned that or if it was before that. 25 Q. But to the best of your recollection your</p>

<p style="text-align: right;">Page 46</p> <p>1 meeting with George Hank was before receiving this 2 letter dated March 12; correct? 3 A. Yes. 4 Q. Exhibit 70. 5 A. Yes. 6 Q. And what can you remember about that meeting 7 with George Hank? 8 MS. ZYLSTRA: Object to form. You can answer. 9 A. I remember George raising the question of 10 whether or not we can issue the permit when they aren't 11 in compliance with the master plan. 12 And then I read 10.085, and I said here's a 13 provision that says you have to be in compliance with 14 all regulations, read the master plan and see there were 15 no lights there, there were capital improvements, there 16 were no lights, there were no proposals for capital 17 improvements. And I said, "George, I think you're 18 right." 19 Now, I don't, sitting here, have a 20 picture-perfect memory of that meeting. I couldn't tell 21 you where we were. I couldn't tell you if it was a 22 phone conference, but that's what I recall him saying. 23 Q. How many meetings did you have with George 24 Hank? 25 MS. ZYLSTRA: Objection. Form. You can</p>	<p style="text-align: right;">Page 48</p> <p>1 could not issue the permit if it didn't comply with the 2 master plan. 3 He was the lighting person. I think he was 4 looking for me for confirmation whether I thought it 5 complied with the master plan, and I said I don't think 6 it does and therefore it doesn't. 7 And I think that's -- that would have been the 8 likely way that it would -- 9 Q. What about the lighting permit did not comply 10 with the master plan? 11 A. Well, the master plan did not propose stadium 12 lighting on the open space that they described as an 13 athletic field for practices and classes. 14 It did not describe it as a stadium, it didn't 15 describe it as an athletic complex, it didn't show any 16 lighting there. And it specifically says in the CI 17 District ordinance that if you are going to propose a 18 different use for an open space or if you're going to 19 propose a capital improvement to -- that's not shown on 20 the master plan, that it requires Plan Commission 21 approval. 22 And that's what they were going for when they 23 had to file the application to amend the master plan. 24 They decided to table that. Nothing changed about that. 25 That was still the case.</p>
<p style="text-align: right;">Page 47</p> <p>1 answer. 2 A. I don't recall, but I believe it was just one 3 on that issue. 4 Q. And do you recall anyone else that was either 5 -- you said you don't remember if it was in person or on 6 the phone. 7 Do you recall anyone else who would have been 8 either on the phone or in the meeting? 9 A. I don't recall anybody, but I would -- as 10 practice would have it, Matt would have been there. 11 I mean, Matt was -- or George was Matt's boss, 12 so -- 13 Q. Do you remember going through the master plan 14 with either George Hank or Matt Tucker at that meeting 15 or on that call? 16 A. I don't recall going through the master plan 17 at that meeting. But again, I can't recall the 18 specifics of the meeting. 19 Q. Do you remember Matt Tucker saying anything 20 during that meeting if he was there? 21 A. No. 22 Q. So, to your understanding, George Hank had 23 expressed this interpretation of the master plan that it 24 didn't permit the lights; is that correct? 25 A. George Hank expressed the concern that we</p>	<p style="text-align: right;">Page 49</p> <p>1 The unusual thing was they stopped that 2 process and then they started going down this path of 3 just filing a 10.085 application without really giving 4 us information about what their intentions were. 5 And so I looked at the master plan and said 6 there are no lights proposed here. There is a capital 7 improvement. They need to go to the Plan Commission for 8 approval. 9 And, again, the provision was clear, both the 10 zoning code and 10.085, that it has to be compliant with 11 not only the technical specifications but with all the 12 regulations as well. 13 Q. So Exhibit 71 is your response to 14 Mr. Wautier's letter; correct? 15 A. Correct. 16 Q. And that's dated March 21, 2019? 17 A. That's correct. 18 Q. So between receipt of his letter, dated March 19 12, 2019 and March 21 of 2019, what further analysis and 20 review did you do to be able to craft the response in 21 Exhibit 71? 22 A. Well, they would have begun by reading the 23 letter closely, considering all of the points that he 24 was making as to why lighting would be allowed under the 25 master plan. And I would look at those provisions of</p>

<p style="text-align: right;">Page 50</p> <p>1 the master plan and decide whether I agreed with him or 2 not and then I would formulate a response. 3 So I also read the legal authority that he 4 cited with respect to vested rights and disagreed with 5 that and came to the conclusion that I didn't agree with 6 his position that the lighting application was going to 7 be denied and sent him our response and go from there. 8 Q. In between March 12 and March 21, did you 9 confer with Mr. Tucker on the response? 10 A. I don't recall conferring with him. It would 11 have been actually probably unusual for me to do that at 12 that point because I was now in lawyer mode and crafting 13 a response. 14 It may be that I had him review the letter at 15 some point, but it would have been unusual for me to be 16 sitting with him and crafting a response with him. 17 Q. In crafting your Exhibit 71, was it your 18 intent that that letter serve as the City's denial or 19 revocation of the lighting permit? 20 MS. ZYLSTRA: Objection. Form. You can 21 answer. 22 A. Denial; not revocation. Because I wasn't 23 convinced this was actually ever -- it wasn't -- it was 24 never in compliance with the regulations and so there 25 was nothing to revoke. It had never been issued. It</p>	<p style="text-align: right;">Page 52</p> <p>1 during that period of time. 2 Q. Do you recall any communications that you 3 received or sent or had with any residents of the City 4 of Madison on or before March 21, 2019 related to 5 Edgewood's lights? 6 MS. ZYLSTRA: Objection to form. Do you mean 7 other than city officials, like you mean neighbors? Is 8 that what you're trying -- 9 Q. MR. INGRISANO: Neighbors and residents in 10 their capacity as residents and neighbors. 11 A. No, I don't recall any communication with 12 residents or neighbors. 13 Q. Sir, Exhibit 71, was it your intent that that 14 provide a complete response to Mr. Wautier's letter; in 15 other words, this letter sets forth all of your 16 conclusions as to your interpretation of the master plan 17 and why it prohibited the issuance of that light permit; 18 correct? 19 MS. ZYLSTRA: Object to form. You can answer. 20 A. Not necessarily. I mean, I wouldn't have 21 necessarily made more arguments than I needed to, to 22 refute what was in his letter. So I made the ones that 23 I needed to address his points, but I would have not 24 necessarily made every single argument that I was 25 thinking at the time.</p>
<p style="text-align: right;">Page 51</p> <p>1 was a denial. 2 Q. Prior to March 21 of 2019, did you have any 3 communications with anyone else from the City, City 4 officials, in formulating this response? 5 MS. ZYLSTRA: I'm going to object. That's 6 broadly phrased and I'm going to invoke the 7 attorney-client privilege. 8 To the extent you have any privileged 9 communications I want you to not disclose those. To the 10 extent you have any non-privileged communications you 11 may answer. 12 A. I don't recall any communications. It would 13 have been very common for me to basically go into a hole 14 at this point and craft a response. 15 Q. And so your attorney's objection kind of 16 muddled the waters here. 17 I'm not asking you for any non-privileged 18 communications. I want to know about the existence of 19 communications. I'm not asking you to disclose any 20 substance of the communication. I want to know about 21 the existence of communications with anyone from the 22 City, any City official prior to March 21 of 2019, that 23 you considered in formulating this response. 24 A. I don't recall the existence of any 25 communications. I don't recall what I would have done</p>	<p style="text-align: right;">Page 53</p> <p>1 Sitting here today, I can't recall 2 specifically leaving any out, but it would have been -- 3 I wasn't certainly intending to waive any defenses by 4 including or not including anything. 5 Q. As you sit here today are there any provisions 6 in the master plan that you can recall that you didn't 7 cite in your letter, Exhibit 71, that you believe 8 supported your conclusion? 9 MS. ZYLSTRA: Objection. Form, foundation. 10 You can answer. 11 A. The purpose of my letter was to respond to the 12 provisions that he was citing as authority and telling 13 him then why I thought he was wrong. 14 I did not lay out an exhaustive list of 15 everything in the master plan that I thought did or 16 didn't support my interpretation. And sitting here 17 today, I can't recall what those things may have been. 18 But my intent was to respond to his letter, 19 not to write an entire thesis on the issue. 20 Q. And Exhibit 71, this is your -- this 21 represents your interpretation of the master plan and 22 why it prohibits the lights; correct? 23 MS. ZYLSTRA: Object to form. You can answer. 24 A. Correct. This was my response to him as to 25 why -- responding as to why the master plan would need</p>

<p style="text-align: right;">Page 54</p> <p>1 to be amended to allow lights.</p> <p>2 Q. And you don't recall Mr. Tucker having any</p> <p>3 input in formulating the arguments that you have in</p> <p>4 Exhibit 71; correct?</p> <p>5 MS. ZYLSTRA: Objection. Form, asked and</p> <p>6 answered. You can answer.</p> <p>7 A. I don't recall. It's possible that I sent him</p> <p>8 the letter to review it. That would have been the</p> <p>9 common practice. But I don't recall him sitting down</p> <p>10 with me to come up with a response.</p> <p>11 Q. And how about Mr. Hank; would you have sent it</p> <p>12 to him as well?</p> <p>13 A. I don't -- that's -- I mean, it would have</p> <p>14 been less common for me to do that. It's possible that</p> <p>15 I did, but it would have been less common for me to send</p> <p>16 it to him as well.</p> <p>17 Q. After sending this letter, Exhibit 71, did you</p> <p>18 have any additional conversations with Edgewood High</p> <p>19 School or its representatives about issuance of the</p> <p>20 lights?</p> <p>21 MS. ZYLSTRA: Object to form.</p> <p>22 A. Not that I recall. I mean, it didn't give me</p> <p>23 a time period, but I don't recall doing that.</p> <p>24 Q. Sir, what, if any, involvement did you have</p> <p>25 with the issuance of the City of Madison's official</p>	<p style="text-align: right;">Page 56</p> <p>1 schedules and the quickness of this deposition. I may,</p> <p>2 at a break, see if I can consult them on whether I can</p> <p>3 continue on that topic.</p> <p>4 Q. MR. INGRISANO: Mr. Strange, are you going to</p> <p>5 listen to your attorney's advice on that?</p> <p>6 A. Yes.</p> <p>7 (Exhibits 110 and 111 marked.)</p> <p>8 Q. MR. INGRISANO: Mr. Strange, I'm handing you</p> <p>9 what's been marked as Exhibit 110. It's an email from</p> <p>10 Attorney Matt Lee to you, dated July 1st, 2019. Do you</p> <p>11 see that?</p> <p>12 A. I do.</p> <p>13 Q. Do you recall receiving this email?</p> <p>14 A. Can I take a minute to read it?</p> <p>15 Q. Please do.</p> <p>16 A. Okay. I do recall seeing this.</p> <p>17 Q. And Mr. Lee is expressing -- fair to say he's</p> <p>18 expressing his displeasure about a record he received in</p> <p>19 open records request that involved an email exchange</p> <p>20 involving you; correct?</p> <p>21 A. That's correct.</p> <p>22 Q. Sir, Exhibit 110 references an attachment;</p> <p>23 correct? Looking at 110, sir.</p> <p>24 A. I'm looking at 110, an email, yes.</p> <p>25 Q. And there is an attachment, Strange 5-13-19</p>
<p style="text-align: right;">Page 55</p> <p>1 notices for Edgewood's use of its athletic field for</p> <p>2 athletic competitions?</p> <p>3 A. I recall being consulted about whether to</p> <p>4 issue those notices.</p> <p>5 MS. ZYLSTRA: Careful. At least with respect</p> <p>6 to the notices, to the extent you had privileged</p> <p>7 communications with anyone at the City that would invoke</p> <p>8 attorney-client privilege I would instruct you not to</p> <p>9 answer.</p> <p>10 Your answer so far is fine just that he was</p> <p>11 consulted. I didn't want you to expand upon that</p> <p>12 without a question.</p> <p>13 Q. MR. INGRISANO: Did you advise the City that</p> <p>14 it was on solid ground to issue those official notices?</p> <p>15 MS. ZYLSTRA: I'm going to object and claim</p> <p>16 attorney-client privilege and instruct him not to</p> <p>17 answer.</p> <p>18 MR. INGRISANO: So you're not waiving it on</p> <p>19 this area?</p> <p>20 MS. ZYLSTRA: We haven't yet, and I haven't --</p> <p>21 I'm concerned about going too further down the line in</p> <p>22 terms of that.</p> <p>23 So I think -- I think for right now I'm going</p> <p>24 to hold on the privilege. As you can tell, there is no</p> <p>25 city representative here today. That's due in part to</p>	<p style="text-align: right;">Page 57</p> <p>1 email to Evers and follow up PDF. Do you see that?</p> <p>2 A. I see that.</p> <p>3 Q. Sir, do you recognize Exhibit 111 as that</p> <p>4 attachment?</p> <p>5 A. I don't recognize it as an attachment. I</p> <p>6 recognize 111.</p> <p>7 Q. And what is 111, sir?</p> <p>8 A. Well, it looks like an email that Lisa Veldran</p> <p>9 printed out from Tag Evers to Lisa Veldran regarding</p> <p>10 obtaining a copy of Edgewood's 4/12 letter to the City.</p> <p>11 It looks like there is some other emails here</p> <p>12 between Alder Evers and some individuals. There is my</p> <p>13 email to Alder Evers. It looks like the original string</p> <p>14 of emails where Ethan Brodsky requested a public record.</p> <p>15 Q. So starting, I guess, with the last page of --</p> <p>16 second to last page of -- strike that.</p> <p>17 The last page of this exhibit, EHS 10433. Do</p> <p>18 you see that?</p> <p>19 A. I do.</p> <p>20 Q. That's an email from Ethan Brodsky to you,</p> <p>21 correct, dated Wednesday, April 3 of 2019?</p> <p>22 A. That's correct, looks like.</p> <p>23 Q. And he's asking you to get a copy of the</p> <p>24 letter that Attorney Nathan Wautier sent to the City on</p> <p>25 March 12; correct?</p>

<p style="text-align: right;">Page 58</p> <p>1 A. That's what it says, correct.</p> <p>2 Q. And you respond by advising him that you will</p> <p>3 send a letter tomorrow when you have a minute and that</p> <p>4 you would consider his email to be a formal public</p> <p>5 records request, right?</p> <p>6 A. Correct. That's what it says.</p> <p>7 Q. Do you oftentimes take emails such as what</p> <p>8 Mr. Brodsky sent you and consider that or deem that to</p> <p>9 be a formal records request?</p> <p>10 A. I don't know about oftentimes. It's rare that</p> <p>11 we get a request for one document. Usually it's</p> <p>12 hundreds and thousands.</p> <p>13 So I think in this instance it would have not</p> <p>14 been normal for me to go back and, say, submit a formal</p> <p>15 requests record, which is what document they are looking</p> <p>16 for.</p> <p>17 Q. Do residents in the city of Madison submit</p> <p>18 record requests to you specifically?</p> <p>19 MS. ZYLSTRA: Object to form, foundation. You</p> <p>20 can answer.</p> <p>21 A. Sometimes.</p> <p>22 Q. So as part of your practice, as part of your</p> <p>23 experience as assistant city attorney, you would receive</p> <p>24 direct requests for records from residents in the city</p> <p>25 of Madison?</p>	<p style="text-align: right;">Page 60</p> <p>1 A. I did.</p> <p>2 Q. And you write to Alder Evers, "Per his</p> <p>3 request, I provided Ethan Brodsky with the spreadsheet</p> <p>4 Edgewood provided the City back in April regarding the</p> <p>5 potential nonconforming use"; correct?</p> <p>6 A. Correct.</p> <p>7 Q. "As I explained to Ethan, Edgewood did not</p> <p>8 provide any other information, though they said they</p> <p>9 could send me affidavits from athletic directors";</p> <p>10 correct?</p> <p>11 A. Correct.</p> <p>12 Q. You write, "I did not ask for those since I</p> <p>13 have no question they would say whatever needed to be</p> <p>14 said." Did I read that correctly?</p> <p>15 A. You did.</p> <p>16 Q. "I think Matt shared the spreadsheet with you,</p> <p>17 but if not I've attached it here." Do you see that?</p> <p>18 A. I do see that.</p> <p>19 Q. You then say, "Could you follow up with Ethan</p> <p>20 or whomever you suggested may have information contrary</p> <p>21 to what is contained in this spreadsheet"; right?</p> <p>22 A. Correct.</p> <p>23 Q. And then you write, "Again, I would be looking</p> <p>24 for a 12-month gap in game play, maybe even when they</p> <p>25 installed the field." Right?</p>
<p style="text-align: right;">Page 59</p> <p>1 A. It was not the usual. Usually they sent them</p> <p>2 directly to a department. But, I mean, over 12 years</p> <p>3 I've gotten emails from residents asking for documents.</p> <p>4 Q. And who is Ethan Brodsky?</p> <p>5 A. I don't know Ethan Brodsky other than to say</p> <p>6 that I know that he was one of the neighbors of the</p> <p>7 Woodrow complex.</p> <p>8 Q. To your recollection is his email to you of</p> <p>9 April 3 the first time that you received a communication</p> <p>10 from him?</p> <p>11 A. To the best of my recollection, yes.</p> <p>12 Q. Mr. Brodsky follows up with you, though,</p> <p>13 correct, and asks for a spreadsheet that was attached to</p> <p>14 that letter; correct?</p> <p>15 A. It looks like it. That's what it says there,</p> <p>16 yes.</p> <p>17 Q. On EHS 10430 you send an email to Alder Evers;</p> <p>18 correct?</p> <p>19 A. Evers, yes. It's very confusing but --</p> <p>20 Q. I caught myself. I think I did a pretty good</p> <p>21 job of that not following into that trap.</p> <p>22 Your email to Alder Evers, May 13, 2019, at</p> <p>23 9:11 a.m.; correct?</p> <p>24 A. Correct.</p> <p>25 Q. And you drafted that email?</p>	<p style="text-align: right;">Page 61</p> <p>1 A. Correct. That's what it says.</p> <p>2 Q. You didn't feel any need, did you, sir, to</p> <p>3 follow up with issues that supported Edgewood's</p> <p>4 arguments there, right?</p> <p>5 MS. ZYLSTRA: Objection. Form. You can</p> <p>6 answer.</p> <p>7 A. I don't know what you mean by issues.</p> <p>8 Q. Sure. You didn't need to -- you said</p> <p>9 specifically that I did not ask for those, meaning the</p> <p>10 affidavits from other athletic directors, right?</p> <p>11 A. Right.</p> <p>12 Q. I did not ask for those since I have no</p> <p>13 question that they would say whatever needed to be said;</p> <p>14 correct?</p> <p>15 A. That's what it says. And I would say I didn't</p> <p>16 feel the need to ask them for those affidavits because I</p> <p>17 assumed that they would provide affidavits that</p> <p>18 supported the dates that they put in the spreadsheet and</p> <p>19 that -- assumed that would be part of it.</p> <p>20 I think that what I was looking for at this</p> <p>21 point was if Alder Evers mentioned that there was</p> <p>22 evidence out there to the contrary trying to figure out</p> <p>23 whether or not there was a nonconforming use would</p> <p>24 require me to consider that information as well and pass</p> <p>25 that on to Matt for his consideration of nonconforming</p>

<p style="text-align: right;">Page 62</p> <p>1 use.</p> <p>2 But I didn't -- I wasn't referring to all</p> <p>3 issues when it comes to Edgewood. I was just referring</p> <p>4 to those affidavits.</p> <p>5 Q. Sure. But you did ask Alder Evers to follow</p> <p>6 up with whomever might have information that could</p> <p>7 contradict Edgewood's position; correct?</p> <p>8 A. That's what it says, correct.</p> <p>9 Q. And you specified specifically that you would</p> <p>10 be looking for a 12-month gap in games; is that rights?</p> <p>11 A. That's what it says.</p> <p>12 Q. So here you were looking to others to help</p> <p>13 undermine Edgewood's argument for its nonconforming use.</p> <p>14 Is that fair?</p> <p>15 MS. ZYLSTRA: Objection. Form. You can</p> <p>16 answer.</p> <p>17 A. I wouldn't characterize it that way. I</p> <p>18 explained what I was doing to my response email to Matt</p> <p>19 Lee which you probably also have.</p> <p>20 Q. Sure. But you can understand why a person</p> <p>21 would be confused and take issue with what you wrote,</p> <p>22 right?</p> <p>23 MS. ZYLSTRA: Objection. Form, foundation.</p> <p>24 You can answer.</p> <p>25 A. I'm not going to speculate on what other</p>	<p style="text-align: right;">Page 64</p> <p>1 You can answer.</p> <p>2 A. I mean, the documents speak for themselves. I</p> <p>3 don't know if it's fair or not to say that that's what</p> <p>4 they are doing.</p> <p>5 The purpose of my email to Alder Evers was to</p> <p>6 follow up on any other information that might be out</p> <p>7 there regarding the potential of a nonconforming use. I</p> <p>8 had already received Edgewood's.</p> <p>9 Q. And you knew that Mr. Evers was an opponent of</p> <p>10 Edgewood getting lights; correct?</p> <p>11 MS. ZYLSTRA: Objection. Form. You can</p> <p>12 answer.</p> <p>13 A. Well, I knew -- I don't think it's fair to say</p> <p>14 that he was an opponent of getting lights. He was a</p> <p>15 proponent for them going through a process to get the</p> <p>16 lights.</p> <p>17 He clearly opposed the lights when it came --</p> <p>18 when it was at the election. I don't know -- have</p> <p>19 specific information about that.</p> <p>20 But I know that he was the alder for that</p> <p>21 district and that individuals in and around that area</p> <p>22 opposed the lights and that he was -- they were his</p> <p>23 constituents.</p> <p>24 Q. Do you think it's fair, Mr. Strange, for</p> <p>25 someone like Mr. Evers to suggest that someone go</p>
<p style="text-align: right;">Page 63</p> <p>1 people might consider.</p> <p>2 Q. Well, let's look farther down this email chain</p> <p>3 on the first page at 10429.</p> <p>4 Do you know who Dianne Jenkins is?</p> <p>5 A. I don't.</p> <p>6 Q. In her email at the bottom of this page to</p> <p>7 Lynn she writes, "Interesting that the City doesn't</p> <p>8 trust them to provide corroboration." Do you see that?</p> <p>9 A. I do see that.</p> <p>10 Q. So at least one other person took your email</p> <p>11 to say that you didn't trust Edgewood to provide</p> <p>12 corroboration for its position. Is that fair?</p> <p>13 MS. ZYLSTRA: Objection. Form. You can</p> <p>14 answer.</p> <p>15 A. I don't know if that's fair or not. That</p> <p>16 doesn't even frankly make sense.</p> <p>17 I, in fact, did trust that they would be able</p> <p>18 to provide the affidavits that they said they could</p> <p>19 provide, so I don't know where that interpretation would</p> <p>20 come from.</p> <p>21 Q. In 110, Exhibit 110, Mr. Lee and now Dianne</p> <p>22 Jenkins are both taking your email to mean that you did</p> <p>23 not trust Edgewood to provide truthful information. Is</p> <p>24 that fair?</p> <p>25 MS. ZYLSTRA: Objection. Form, foundation.</p>	<p style="text-align: right;">Page 65</p> <p>1 through a long, expensive process when that person,</p> <p>2 Mr. Evers, fully intends to deny the result of that</p> <p>3 process anyway?</p> <p>4 MS. ZYLSTRA: Objection. Form, foundation,</p> <p>5 argumentative. You can answer.</p> <p>6 A. That's your narrative. I'm not going to</p> <p>7 comment on your narrative.</p> <p>8 I don't -- it assumes an enormous amount about</p> <p>9 what Mr. Evers was thinking he would do under any</p> <p>10 circumstances of a process.</p> <p>11 Q. We'll get to that.</p> <p>12 MS. ZYLSTRA: Are we ready for a break?</p> <p>13 MR. INGRISANO: Yeah, we are.</p> <p>14 MS. ZYLSTRA: Okay. Thank you.</p> <p>15 (Recess)</p> <p>16 (Exhibit 112 marked.)</p> <p>17 Q. MR. INGRISANO: Mr. Strange, I'm handing you</p> <p>18 what's been marked as Exhibit 112.</p> <p>19 Do you recognize that, sir, as an email</p> <p>20 exchange that includes your response to Mr. Lee in his</p> <p>21 email found on Exhibit 110?</p> <p>22 A. Yes.</p> <p>23 Q. And you stated that your intention was to</p> <p>24 convey that you believe the affidavits would support the</p> <p>25 information in the spreadsheet while exploring whether</p>

<p style="text-align: right;">Page 66</p> <p>1 that would be enough to establish a nonconforming use in 2 this case. Do you see that? 3 A. I do see that. 4 Q. You go on to say that, "You are correct, 5 Edgewood's lawyers have been professional and honest 6 with the City." Do you see that? 7 A. Yes. 8 Q. Would you agree, sir, that before and after 9 the date of this email, July 2nd, that Edgewood has been 10 honest in its dealings with the City pertaining to 11 lights and its athletic field? 12 MS. ZYLSTRA: Objection. Form, foundation. 13 You can answer. 14 A. Yes. 15 Q. Are you aware of any instance of dishonesty by 16 Edgewood High School? 17 A. Not with respect to me. I'm not aware of 18 anything else they have done or not done. 19 I was expressing my sorrow for him 20 misinterpreting that phrase that I used in the previous 21 email and wanted him to let Nathan know that it wasn't 22 nothing -- I didn't mean anything bad by it. 23 (Exhibit 113 marked.) 24 Q. MR. INGRISANO: I'm handing you what's been 25 marked as Exhibit 113.</p>	<p style="text-align: right;">Page 68</p> <p>1 this date. I think after this date he submitted a 2 longer public records request like in a formal -- formal 3 letter asking for a bunch of documents. And I may have 4 written him a letter in connection with that denying a 5 large portion of what he was asking for. 6 But I don't -- other than those public records 7 request incidents I don't remember any other 8 conversations with him. 9 Q. So when he says "usually I interact with 10 Mr. Strange," the only thing you can recall prior to 11 that date of July 30 was his email treated as a records 12 request? 13 A. That's the only thing I can recall, yes. 14 Q. He says, "But he" -- meaning you -- "is on 15 vacation this week." 16 Do you know, sir, were you in fact on vacation 17 during the week of -- I'll just call it -- July 30th? 18 A. I mean, sitting here today I can't recall. I 19 can say that is a normal time that we used to take 20 vacations to the Boundary Waters, so it makes sense. 21 But I don't recall sitting here today or exact dates of 22 vacations. 23 Q. Do you recall responding to this email of July 24 30? 25 A. I don't.</p>
<p style="text-align: right;">Page 67</p> <p>1 Do you recognize any of the emails on this 2 Exhibit 113? 3 A. I don't. 4 Q. The first email is a forward from Tag Evers to 5 a Dianne Jenkins. But the second email below that, the 6 email appears to have been forwarded from Ethan Brodsky 7 to Michael May and you're also listed as a recipient on 8 that email. Do you see that? 9 A. I do see that. 10 Q. Do you recall receiving this email on July 11 30th of 2019? 12 A. I don't. It looks like I was on vacation that 13 week according to the email. 14 Q. We're going to get to that. 15 Mr. Brodsky writes in the end of the first 16 line, "Usually I interact with Mr. Strange, but he is on 17 vacation this week and I had some pressing questions I 18 wanted to discuss." Did I read that correctly? 19 A. You did. 20 Q. So when Mr. Brodsky says that usually he 21 interacts with Mr. Strange, other than the exhibit we 22 looked at previously where he sent the email that you 23 interpreted as a formal records request, what other 24 interactions did you have with Mr. Brodsky, if you know? 25 A. That's the only one that I recall prior to</p>	<p style="text-align: right;">Page 69</p> <p>1 Q. When you go on vacation do you set an 2 out-of-office alert that tends to bounce back email to 3 people that send emails to you? 4 MS. ZYLSTRA: Object to form. You can answer. 5 A. Usually I did. I can't say whether I did 6 every single time I went on vacation. 7 Q. Your typical vacations to the Boundary Waters, 8 how long were those? 9 A. A week, like a Saturday to Saturday sort of 10 thing. 11 Q. Boundary Waters don't typically have very good 12 cell coverage in my experience. Is that fair? 13 A. That's the beautiful thing about them. You're 14 correct. 15 Q. So is it your typical practice to not 16 work while you're on vacation at the Boundary Waters? 17 A. Correct. And I want to be clear, I can't say 18 for sure if I was in the Boundary Waters. If I'm 19 guessing, on a vacation, that's where we were. 20 But, yes, I did not work in the Boundary 21 Waters, I do not work in the Boundary Waters, and I only 22 get cell service when we drive into town. 23 Q. Got it. During those periods of time when 24 you're driving to town and get cell service do you check 25 work-related issues?</p>

<p style="text-align: right;">Page 70</p> <p>1 MS. ZYLSTRA: Object to form. You can answer.</p> <p>2 A. I try not to. I can't say that I don't ever.</p> <p>3 Q. Sure. I'm going to have you take a look at --</p> <p>4 you can put the loose exhibits to the side for a moment</p> <p>5 and take a look at Exhibit 12 in the binders.</p> <p>6 Sir, do you recognize Exhibit 12 as a letter</p> <p>7 to Attorney Matthew Lee signed by a Michael May, city</p> <p>8 attorney, dated July 12, 2019?</p> <p>9 A. I do.</p> <p>10 Q. And you are identified as a cc to that letter;</p> <p>11 correct?</p> <p>12 A. Correct.</p> <p>13 Q. Do you recall receiving that letter on or</p> <p>14 about that date?</p> <p>15 A. I remember the letter. It would have been odd</p> <p>16 for me to actually receive it because it was in our</p> <p>17 office. But yes, I got the letter. I knew the letter</p> <p>18 was there. Nobody hand-delivered it to me. It would</p> <p>19 have just been our office.</p> <p>20 Q. Internal mail, internal delivery or email?</p> <p>21 A. I don't know. It wasn't quite that formal.</p> <p>22 Q. Mr. May, as of this period of time, was your</p> <p>23 boss, your supervisor; correct?</p> <p>24 A. Correct. He was the city attorney.</p> <p>25 Q. And was there anyone that you reported to</p>	<p style="text-align: right;">Page 72</p> <p>1 schools, equal to the same zoning as the public high</p> <p>2 schools, same footing, whatever the case may be.</p> <p>3 And so I think that we looked into that, or I</p> <p>4 looked into that, what is the process for terminating a</p> <p>5 master plan before the 10 years runs, made the</p> <p>6 determination that they could and this would be the</p> <p>7 process.</p> <p>8 And so since they had been asking for that, I</p> <p>9 think Mike's intention here -- and I don't want to speak</p> <p>10 for Mike obviously -- but was to say if that's the path</p> <p>11 you want to go for the reasons that you've stated to be</p> <p>12 on equal footing with the other high schools then we</p> <p>13 invite you to do that.</p> <p>14 Q. It was the conclusion of your office, was it</p> <p>15 not, that terminating the master plan was an appropriate</p> <p>16 mechanism, an appropriate process for Edgewood to</p> <p>17 pursue?</p> <p>18 MS. ZYLSTRA: Objection. Form. You can</p> <p>19 answer.</p> <p>20 A. I don't know about the word "appropriate." It</p> <p>21 was an option for them. You have to keep in mind that</p> <p>22 at this point they still had their Campus Master Plan</p> <p>23 amendment pending. It was still there. It could have</p> <p>24 been pulled back to the Plan Commission at any point in</p> <p>25 time.</p>
<p style="text-align: right;">Page 71</p> <p>1 between you and Mr. May?</p> <p>2 A. No.</p> <p>3 Q. So you were a direct report to Mr. May; is</p> <p>4 that correct?</p> <p>5 A. Correct.</p> <p>6 Q. The third paragraph of this letter, Exhibit</p> <p>7 12, Mr. May writes, "We invite Edgewood to file to</p> <p>8 terminate its master plan and return to the standard CI</p> <p>9 zoning which would placed it on equal footing with other</p> <p>10 high schools." Do you see that?</p> <p>11 A. I do see that, yes.</p> <p>12 Q. Were you involved with Mr. May in crafting</p> <p>13 this letter, Exhibit 12?</p> <p>14 A. No, Mike crafted this on his own and brought</p> <p>15 it to me at some point to look at it, but it was in its</p> <p>16 near final form when that happened.</p> <p>17 Q. What was your understanding, if you had one,</p> <p>18 as to what the phrase "equal footing with other high</p> <p>19 schools" meant or was intended to convey?</p> <p>20 A. That was leading up until the ZBA meeting.</p> <p>21 Edgewood had asked us for what the process would be for</p> <p>22 repealing their master plan, or I think their phrase was</p> <p>23 "how we can terminate the master plan."</p> <p>24 And the reason they gave us was that they</p> <p>25 wanted to be in the same zoning as the public high</p>	<p style="text-align: right;">Page 73</p> <p>1 And so it wasn't altogether thinkable that</p> <p>2 that was an option for them to continue. After the ZBA</p> <p>3 hearing they could have gone back to the Plan Commission</p> <p>4 with their -- Plan Commission with their master plan</p> <p>5 amendment. We left it in referral so that it could</p> <p>6 quickly be grabbed back because that's what they asked</p> <p>7 for. So it was sitting there.</p> <p>8 Another option was for them to determine that</p> <p>9 they could terminate the master plan. It was a</p> <p>10 voluntary master plan, so voluntary in, voluntary out.</p> <p>11 That that was an option. The other option they could do</p> <p>12 was wait for it to expire.</p> <p>13 Q. So terminating -- I guess what I'm trying to</p> <p>14 say, sir, is that your office determined that</p> <p>15 terminating the master plan was a viable option for</p> <p>16 Edgewood?</p> <p>17 MS. ZYLSTRA: Object to form. You can answer.</p> <p>18 A. It was an option for terminating their master</p> <p>19 plan becoming an institution in the CI District without</p> <p>20 a master plan, which is what the other schools were and</p> <p>21 which they kept saying we want to have the same as the</p> <p>22 other schools. And we said, well, the other schools</p> <p>23 don't have a master plan, so if you don't have a master</p> <p>24 plan you can terminate it.</p> <p>25 Q. But your office would not have invited</p>

<p style="text-align: right;">Page 74</p> <p>1 Edgewood to file to terminate its master plan if you 2 believed that Edgewood didn't have the right to 3 terminate its master plan; correct? 4 A. Correct. 5 MS. ZYLSTRA: Object -- sorry. Late objection 6 to form. You can answer. 7 A. Yes, I believe that that was an option for 8 them. 9 Q. I'll ask you to take a look at Exhibit 23. 10 This is an email from you to Nathan Wautier, dated July 11 17, 2019; correct? 12 A. Did you say July 17th? 13 Q. Yes, July 17, 2019. 14 A. Correct. 15 Q. And cc'd to Michael May and Matthew Tucker? 16 A. Correct. 17 Q. And you drafted this email? 18 A. I did. 19 Q. Did you have any assistance with anyone in 20 formulating this email? 21 A. I don't recall getting any assistance with 22 this. 23 Q. Had you been speaking with Attorney Wautier in 24 advance of sending him this email to talk through the 25 options that you outlined in Exhibit 23?</p>	<p style="text-align: right;">Page 76</p> <p>1 recommendation assuming -- well, let me ask you this: 2 After it goes to Plan Commission for 3 recommendation, it would then go on to the Common 4 Council for a vote to approve or deny; correct? 5 MS. ZYLSTRA: Object to form. You can answer. 6 A. Correct. The amendment to the master plan had 7 to be done through a map amendment like we talked about 8 before which was a zoning change. 9 So zoning ordinance changes go to the Plan 10 Commission for recommendation and then to the Common 11 Council for final approval. 12 Q. And because it was going to be a map amendment 13 -- because an amendment to a Campus Master Plan would be 14 a map amendment, neighbors would have the option and 15 ability to file a protest petition; correct? 16 A. That is correct. 17 Q. And the result of that, as you mentioned 18 before, would be that an amendment to the Campus Master 19 Plan would require a three-quarters vote of the Common 20 Council; is that correct? 21 A. That is correct. 22 Q. Option No. 2, you write, "Edgewood could ask 23 the City to repeal the ordinance that adopted its master 24 plan"; correct? 25 A. Correct.</p>
<p style="text-align: right;">Page 75</p> <p>1 A. I had talked to Nathan about these options. I 2 think that's why he requested that I send it to him in 3 writing. 4 Q. So I guess that goes to my question. 5 After the Michael May letter of July 12th, 6 what precipitated you sending this email to Mr. Wautier 7 on July 17? 8 MS. ZYLSTRA: Object to form. You can answer. 9 A. He asked me for it. 10 Q. This email outlines three options for Edgewood 11 to legally play games and install lights in its field; 12 correct? 13 A. Correct. 14 Q. Option One would be to amend the Campus Master 15 Plan; is that right? 16 A. Correct. 17 Q. And if Edgewood proceeded with that process it 18 would first go to Plan Commission for a recommendation; 19 correct? 20 A. Correct. 21 MS. ZYLSTRA: Object -- 22 THE WITNESS: Oh, I'm sorry. 23 MS. ZYLSTRA: No, it's okay. 24 A. Correct. 25 Q. And after it goes to Plan Commission for</p>	<p style="text-align: right;">Page 77</p> <p>1 Q. And you go on to say, "As a consequence of 2 repealing its master plan, Edgewood would revert to the 3 standard regulations of the CI District in the zoning 4 code which would allow games and lights at the field." 5 Did I read that correctly? 6 A. You did. 7 Q. So as you understood, at the time of writing 8 this email, the standard requirements and regulations in 9 the Campus-Institutional District zoning ordinances 10 would allow lights and games on Edgewood's athletic 11 fields; correct? 12 MS. ZYLSTRA: Object to form. 13 A. The Zoning Board of Appeals process showed 14 that there were certain uses that were allowable in the 15 Campus-Institutional District that would not be subject 16 to conditional use review, specifically uses that would 17 occur outside of a building or in a building that is 18 less than 4,000 square feet. 19 So to the extent that there are identified 20 allowable uses in the CI District that didn't require a 21 construction of a building, those could be established 22 without constitutional use review. 23 That was a flaw in the ordinance that was 24 discovered during that process, but it's my opinion 25 that's what the law said and so that's what the email</p>

<p style="text-align: right;">Page 78</p> <p>1 conveys.</p> <p>2 Q. Why do you call it a flaw?</p> <p>3 A. Because I wasn't involved in the initial</p> <p>4 drafting of the CI District ordinance, but it was my</p> <p>5 understanding that nobody intended for you to be able to</p> <p>6 do certain things that didn't involve the construction</p> <p>7 of a building without any review process. But in my</p> <p>8 view that's what the ordinance said.</p> <p>9 Q. But what you said is that if by repealing the</p> <p>10 master plan Edgewood would revert to the standard</p> <p>11 regulations in the zoning code which would allow games</p> <p>12 and lights at the field; correct?</p> <p>13 MS. ZYLSTRA: Objection. Form. You can</p> <p>14 answer.</p> <p>15 A. That's what it says. That was my opinion at</p> <p>16 the time.</p> <p>17 Q. So under the law at it stood at the time?</p> <p>18 A. At that time, right.</p> <p>19 Q. And so at that time the master plan was the</p> <p>20 only obstacle to Edgewood getting its lights and game</p> <p>21 use of its field; correct?</p> <p>22 MS. ZYLSTRA: Objection. Form. You can</p> <p>23 answer.</p> <p>24 A. Correct. The master plan prohibited the</p> <p>25 playing of games and it didn't identify any development</p>	<p style="text-align: right;">Page 80</p> <p>1 zoning code; correct? Your sentence there, "Edgewood</p> <p>2 would revert to the standard regulations in the CI</p> <p>3 District in the zoning code"; right?</p> <p>4 A. Correct.</p> <p>5 Q. So you were talking about the CI District</p> <p>6 regulations in the zoning code as of July 17, 2019;</p> <p>7 correct?</p> <p>8 A. Correct.</p> <p>9 Q. Were you aware on July 17 of any discussions</p> <p>10 by any city officials about changing the ordinance in</p> <p>11 such a way that Edgewood would not have the ability to</p> <p>12 get games or lights at its field?</p> <p>13 MS. ZYLSTRA: Object to form. You can answer.</p> <p>14 A. No.</p> <p>15 Q. If you had been aware of any efforts or</p> <p>16 discussions by city officials to change those</p> <p>17 regulations as of the time you sent this email you would</p> <p>18 not have made that representation; is that correct?</p> <p>19 MS. ZYLSTRA: Object to form. You can answer.</p> <p>20 A. I don't -- I don't -- I mean, I'm not even</p> <p>21 sure I fully understand the question.</p> <p>22 I mean, it's a hypothetical. It brings up a</p> <p>23 lot of different issues.</p> <p>24 Q. Sir, would you have told Edgewood that by</p> <p>25 repealing this master plan that they would revert to the</p>
<p style="text-align: right;">Page 79</p> <p>1 of that open space.</p> <p>2 Q. And as you understood, the entry into a master</p> <p>3 plan was voluntary for Edgewood at the time that it did</p> <p>4 so; correct?</p> <p>5 A. Correct.</p> <p>6 Q. So if Edgewood had never voluntarily adopted a</p> <p>7 master plan it would have been able to get lights and</p> <p>8 play games on its field; correct?</p> <p>9 MS. ZYLSTRA: Object to form. You can answer.</p> <p>10 A. I mean, that's a bit of a hypothetical. What</p> <p>11 I can say is the master plan is what was prohibiting it</p> <p>12 at the time.</p> <p>13 I don't know what the circumstances would have</p> <p>14 been at whatever point they would have tried to do what</p> <p>15 they wanted to do without a master plan to tell you for</p> <p>16 certainty what the circumstance were.</p> <p>17 Q. But to your knowledge, throughout this entire</p> <p>18 process the master plan was the only obstacle to</p> <p>19 Edgewood receiving lights and game use of its field;</p> <p>20 correct?</p> <p>21 A. Correct.</p> <p>22 MS. ZYLSTRA: Object to form. You can answer.</p> <p>23 A. Correct.</p> <p>24 Q. Your email to Mr. Wautier in Exhibit 23 talks</p> <p>25 about the standard regulation of the CI District in the</p>	<p style="text-align: right;">Page 81</p> <p>1 standard regulations in the CI District in the zoning</p> <p>2 code which would allow games and lights at the field if</p> <p>3 you were, at that time, presently aware of efforts or</p> <p>4 discussions about changing the ordinance such as that</p> <p>5 would no longer be true?</p> <p>6 MS. ZYLSTRA: Objection. Form, asked and</p> <p>7 answered.</p> <p>8 A. I don't know -- I mean, I would know what -- I</p> <p>9 would have not -- if there was an active effort, if</p> <p>10 there was an ordinance introduced that would have</p> <p>11 changed the ability of them to get lights or play games,</p> <p>12 I would have explained that to them because it would</p> <p>13 have been part of what was going on in the process of</p> <p>14 the legislation.</p> <p>15 What my interpretation was, was what the law</p> <p>16 was as of the date they asked for this email.</p> <p>17 Q. I'm asking you, sir, not about whether or not</p> <p>18 an ordinance had been introduced yet. I'm asking you</p> <p>19 about whether you had been aware of discussions amongst</p> <p>20 city officials about changing the law or efforts</p> <p>21 drafting proposals, anything like that, that you would</p> <p>22 not have written that email the way you did.</p> <p>23 MS. ZYLSTRA: Objection. Form.</p> <p>24 A. I can't say that I would never have written</p> <p>25 the email the way I did, because what Nathan was asking</p>

<p style="text-align: right;">Page 82</p> <p>1 me to do are what are the options under the current law. 2 This was the options -- regardless of whatever 3 discussions were going on, this was the options under 4 the current law. 5 I was not aware of any discussions about 6 changing the law. I don't know how I would have handled 7 that if they were a one-off conversation, an informal 8 request. But I wasn't aware of any conversations about 9 changing the law. But what I wrote was still what the 10 law was and that's what Nathan was asking for. 11 Q. Very good. Thank you. Sir, I'm going to ask 12 you to take a look at Exhibit 22. 13 Sir, do you recognize this as a letter dated 14 July 29, 2019 to the mayor and the planning director 15 signed by a few representatives of the different 16 Edgewood entities? 17 A. I recognize the doc -- I mean, I recognize it 18 as a letter from Edgewood on July 29th, 2019, yes. 19 Q. You're not an addressee on this letter, right? 20 A. No. 21 Q. Nor are you a cc; is that right? 22 A. Correct. 23 Q. Do you recall receiving this letter, though, 24 at or around the time it was sent July 29th? 25 A. I don't recall.</p>	<p style="text-align: right;">Page 84</p> <p>1 city attorney, do you recognize this as a printout from 2 the City of Madison Legistar website of legislative 3 information pertaining to the ordinance amendment to 4 repeal the Edgewood Campus Master Plan? 5 A. I'm going to need to take a quick minute to 6 look at it. 7 Q. Sure. Please do. 8 A. Okay. Yes. 9 Q. So when we look at a document like this, look 10 at the file number on the top left-hand corner, 56839. 11 Do you see that? 12 A. I do. 13 Q. And that's a file number -- file numbers of 14 that type would be assigned a particular number to a 15 particular legislative effort. Is that fair? 16 A. Correct. 17 Q. Let me ask you this generally. What does it 18 mean for a piece of legislation that the City of Madison 19 -- and we'll talk specifically about ordinance 20 amendments -- what's it mean to be referred for 21 introduction? 22 MS. ZYLSTRA: Objection. Foundation. If you 23 know. 24 A. I don't know exactly what that phrase means. 25 I know that when legislation is introduced it's called</p>
<p style="text-align: right;">Page 83</p> <p>1 Q. Did you become aware around this time, the end 2 of July 2019, that Edgewood had taken the City up on its 3 invitation to seek repeal of its master plan? 4 A. Yes, that's something they would have made me 5 aware of as soon as they knew about it. 6 It looks like this was July 29th, which is one 7 day prior to July 30th, so my guess is I'm still in the 8 Boundary Waters. 9 Q. I guess that's part of my question, too, is do 10 you recall receiving word while you were in the Boundary 11 Waters, if that's where you were, do you recall being in 12 the Boundary Waters and hearing from someone at work, 13 "Hey, Edgewood just provided notice of its repeal of the 14 master plan"? 15 MS. ZYLSTRA: Object to form. You can answer. 16 A. No. I was on vacation. 17 Q. Sure. Do you recall returning from the 18 Boundary Waters to find out that Edgewood had submitted 19 its intent to repeal its master plan? 20 A. I don't specifically recall that, but 21 obviously that would have been part of getting caught up 22 with whatever I missed when I was on vacation. 23 Q. Sir, let me ask you to take a look at Exhibit 24 21. 25 Sir, in your capacity as a former assistant</p>	<p style="text-align: right;">Page 85</p> <p>1 "introduced." 2 I really don't know why they called it 3 "referred to introduction." I wasn't the city attorney 4 so I wasn't specifically responsible for those terms. 5 Q. Sure. So this Exhibit 21, the bottom of the 6 chart has an entry date of 7/30/2019, Attorney's 7 Office/Approval Group under the heading "Action By." Do 8 you see that? 9 A. Uh-huh. 10 Q. Sorry, is that a yes? 11 A. Yes. Thank you. 12 Q. Do you know the attorney's office, does that 13 mean city attorney's office to your knowledge? 14 A. That would be the city attorney's office, yes. 15 Q. Do you know who in the city attorney's office 16 would have taken the action denoted on July 30th on this 17 Exhibit 21? 18 MS. ZYLSTRA: Object to form, foundation. 19 A. Sue Mautz in our office is one person that 20 handled Legistar items. There were maybe a couple other 21 staff members who handled the Legistar items. 22 Attorneys did not handle the Legistar 23 technicalities of putting things in and moving them 24 around. We didn't even have authorization for that. So 25 I can't say for certain who would have done that.</p>

<p style="text-align: right;">Page 86</p> <p>1 Q. So to your knowledge you had no involvement 2 with that July 30, 2019 action denoted on Exhibit 21; is 3 that correct?</p> <p>4 A. Well, I'm not sure what that action is. I 5 didn't put it in Legistar and note it referred for 6 introduction. So I don't know exactly what action 7 you're talking about.</p> <p>8 Q. What involvement did you have with the file 9 No. 56839, the ordinance amendment to repeal the 10 Edgewood Campus Master Plan; what was your role with 11 that legislative effort?</p> <p>12 A. I probably drafted the ordinance, which in 13 this case was very simple; just repealing a repeal 14 ordinance.</p> <p>15 I don't recall beyond that what my role was 16 other than to give it to staff to begin the legislative 17 process.</p> <p>18 Q. Do you recall when you drafted the ordinance 19 amendment?</p> <p>20 A. I don't recall the specific date. It would 21 have been sometime between when they requested to 22 terminate the master plan and when it was introduced.</p> <p>23 Q. "Introduced" meaning?</p> <p>24 A. Put in Legistar.</p> <p>25 Q. Okay. And can you tell from this record when</p>	<p style="text-align: right;">Page 88</p> <p>1 introduced from the floor, which is another thing that 2 happens.</p> <p>3 Q. How often have you been involved with 4 legislation introduced from the floor; how many times?</p> <p>5 A. Oh, gosh, I don't know. I can't give you a 6 number. I drafted between 3- and 500 ordinances while I 7 was with the City. I can't tell you an exact number how 8 many times something was from the floor.</p> <p>9 Q. What proportion?</p> <p>10 MS. ZYLSTRA: Objection. Form, foundation.</p> <p>11 A. I would not want to speculate as to the 12 number. I mean, I don't know. It's not the norm, but 13 it's not uncommon.</p> <p>14 Q. You don't recall doing any work on the 15 Edgewood amendment to repeal its master plan while you 16 were in the Boundary Waters?</p> <p>17 MS. ZYLSTRA: Objection -- I withdraw that 18 objection. Go ahead.</p> <p>19 A. No, I wouldn't have done any work in the 20 Boundary Waters.</p> <p>21 Q. I'll ask you to take a look at Exhibit 20. 22 Do you recognize this, sir, as a Legistar 23 printout of the legislative information relating to the 24 amendment to the Campus-Institutional District zoning 25 ordinance?</p>
<p style="text-align: right;">Page 87</p> <p>1 it was put into Legistar?</p> <p>2 A. I can't. I mean, that's a question you were 3 asking me before. I don't know the date it was put in. 4 It looks like it was introduced to the Common Council on 5 August 6.</p> <p>6 Q. So what has to happen -- in your experience 7 with the city attorney's office what has to happen for 8 proposed legislation, where is that to be in the process 9 before it can be referred for public hearing as we see 10 on August 6, 2019 on Exhibit 21?</p> <p>11 MS. ZYLSTRA: Objection. Foundation. You can 12 answer, if you know.</p> <p>13 A. Well, what has to happen is a broad question. 14 There is a couple different ways it can happen with 15 respect to the Common Council.</p> <p>16 One is you draft the ordinance, put it in 17 Legistar and set it for a date to be introduced. 18 Another is that council members can introduce items from 19 the floor if they want to do that.</p> <p>20 And so it depends on -- it depends upon the 21 timing. But if you can put together something in time 22 for it to get on the agenda, council meetings are on 23 Tuesday, agenda is finalized on Friday, so if you can 24 get something together to get on the agenda then it can 25 be on the agenda, otherwise it would have to be</p>	<p style="text-align: right;">Page 89</p> <p>1 A. Yes.</p> <p>2 Q. What role, sir, did you have with this 3 proposed legislation?</p> <p>4 A. Well, I drafted the -- there were a variety. 5 Obviously, you can see there were three substitutes. 6 So as the planning and zoning lawyer I was the 7 person to help draft the ordinances, the initial 8 ordinance, and we introduced this initially by title 9 only.</p> <p>10 Q. What does that mean?</p> <p>11 A. That means that you introduce an ordinance and 12 you just put a title on it. You don't put the body on 13 it.</p> <p>14 Q. Sir, I'll represent to you -- it's cut off 15 with the hole punch on this binder, but I'll represent 16 to you on Exhibit 20 that the first date there where it 17 says attorney's office referred for introduction is 18 August 5, 2019.</p> <p>19 Do you have any recollection of being involved 20 in referring this piece of legislation for introduction?</p> <p>21 A. Again, I don't know what that technically 22 means from Legistar's perspective.</p> <p>23 I recall drafting it by title only ordinance, 24 but I don't recall the dates and the referral dates.</p> <p>25 Q. Prior to your deposition today, sir, have you</p>

<p style="text-align: right;">Page 90</p> <p>1 reviewed the deposition transcript of Alder Tag Evers?</p> <p>2 A. No.</p> <p>3 Q. Have you talk with Alder Tag Evers about his</p> <p>4 testimony?</p> <p>5 A. No.</p> <p>6 Q. I'll represent to you that Mr. Evers</p> <p>7 represented that he conferred with you the first week of</p> <p>8 August about drafting this legislation.</p> <p>9 Do you have any recollection of that?</p> <p>10 A. I recall him calling at the end of the week</p> <p>11 prior to the August 6th council meeting which would have</p> <p>12 been that prior week.</p> <p>13 Q. So that would have been, by my estimate, you</p> <p>14 said August 6 would have been the Common Council</p> <p>15 meeting, right, because they were always on the first</p> <p>16 Tuesday of the month?</p> <p>17 A. According to this document. Not the first --</p> <p>18 it's every other Tuesday, but there was on Tuesday.</p> <p>19 Q. We learned from one of the prior exhibits that</p> <p>20 July 30 was a Tuesday; correct?</p> <p>21 MS. ZYLSTRA: Object to form.</p> <p>22 A. I don't know.</p> <p>23 Q. Yeah, Exhibit 113.</p> <p>24 A. Okay.</p> <p>25 Q. It says Tuesday, July 30th, 2019. Do you see</p>	<p style="text-align: right;">Page 92</p> <p>1 Q. So you don't know if it was Thursday or</p> <p>2 Friday?</p> <p>3 A. I would say it was either Thursday or Friday.</p> <p>4 Q. You don't recall taking that call from the</p> <p>5 Boundary Waters?</p> <p>6 A. I don't.</p> <p>7 Q. Did Mr. Evers say where he was?</p> <p>8 A. I don't recall if he said where he was. I</p> <p>9 don't know. I don't know where he was.</p> <p>10 Q. Did he advise you he was on vacation?</p> <p>11 A. He may have. I don't recall specifically what</p> <p>12 his -- if he was on vacation or not.</p> <p>13 Q. At the time that you received the call from</p> <p>14 Mr. Evers were you aware of Exhibit 22?</p> <p>15 A. I don't know. I mean, I don't recall what I</p> <p>16 was aware of when he called.</p> <p>17 Q. Did you and Mr. Evers discuss Exhibit 22 on</p> <p>18 that phone call?</p> <p>19 A. I don't recall. I don't -- I recall the phone</p> <p>20 call being short and that he wanted to address the flaw</p> <p>21 that was identified in the ordinance related to the</p> <p>22 things that could be done without conditional use review</p> <p>23 in the CI District.</p> <p>24 Q. So what happened during that conversation, how</p> <p>25 did that conversation go, what do you recall?</p>
<p style="text-align: right;">Page 91</p> <p>1 that?</p> <p>2 A. I do.</p> <p>3 Q. Do you have any reason to disagree that</p> <p>4 Tuesday was -- that July 30th was a Tuesday?</p> <p>5 A. I don't have any reason to disagree with that.</p> <p>6 Q. So if Tuesday was July 30, then Friday would</p> <p>7 have been August 2nd; correct?</p> <p>8 A. Correct.</p> <p>9 Q. Would you like to verify that on the calendar</p> <p>10 on your phone?</p> <p>11 A. Sure.</p> <p>12 Q. Why don't you go ahead and scroll back to 2019</p> <p>13 and confirm that August 2nd was a Friday.</p> <p>14 MS. ZYLSTRA: Off record.</p> <p>15 (Discussion off the record.)</p> <p>16 A. So what are you asking me?</p> <p>17 Q. I'm asking you to confirm, sir, that August</p> <p>18 2nd, 2019 was a Friday.</p> <p>19 A. Yes.</p> <p>20 Q. So that's the date that you recall Alder Evers</p> <p>21 contacting you about the proposed ordinance -- drafting</p> <p>22 the proposed ordinance?</p> <p>23 MS. ZYLSTRA: Object to form. You can answer.</p> <p>24 A. I don't recall a date. I recall that it was</p> <p>25 the end of that week.</p>	<p style="text-align: right;">Page 93</p> <p>1 A. Well, I recall that it was towards the end of</p> <p>2 the week, the council meeting was the next week, and</p> <p>3 that I didn't feel like I had time to put together a</p> <p>4 full ordinance and so it would have to be introduced by</p> <p>5 title only.</p> <p>6 Q. What was the urgency in doing that at that</p> <p>7 time?</p> <p>8 MS. ZYLSTRA: Object to form. You can answer.</p> <p>9 A. I don't know. I was responding to his</p> <p>10 request.</p> <p>11 Q. His request was to get an ordinance introduced</p> <p>12 prior or on or before the August 6 meeting, is that what</p> <p>13 you recall?</p> <p>14 A. What I recall is him asking for an ordinance,</p> <p>15 and normally I would give -- I would give some</p> <p>16 indication that the options are to -- you know,</p> <p>17 introduced by title only now or wait until the next</p> <p>18 round and put together a full ordinance.</p> <p>19 Q. What did he say about the option to either be</p> <p>20 introduced by title or to wait for the next meeting?</p> <p>21 A. Well, I don't recall what he said because we</p> <p>22 introduced it by title only. That's the only option we</p> <p>23 chose.</p> <p>24 Q. Prior to him asking you to draft an ordinance</p> <p>25 was there any discussion about what the problem was that</p>

<p style="text-align: right;">Page 94</p> <p>1 he was looking to address and what his options were?</p> <p>2 MS. ZYLSTRA: Object to form. You can answer.</p> <p>3 A. Well, there was discussion after -- there was</p> <p>4 a realization at the ZBA meeting as to what the</p> <p>5 ordinance said or just said didn't do.</p> <p>6 After the ZBA meeting I didn't have any</p> <p>7 discussions about anything related to changing the</p> <p>8 ordinance.</p> <p>9 Q. What realization did Mr. Evers express to you</p> <p>10 after the ZBA hearing and before this call in August of</p> <p>11 2019?</p> <p>12 A. My recollection is that Alder Evers and</p> <p>13 several other alders were concerned that that's the way</p> <p>14 the ordinance worked.</p> <p>15 Because other alders also had schools in their</p> <p>16 districts, specifically Alder Bidar had West High School</p> <p>17 in her district, Alder Furman had Memorial High School</p> <p>18 in his district, so they were trying to learn what the</p> <p>19 option -- what they could or couldn't doing without</p> <p>20 conditional use review in those districts.</p> <p>21 Q. The ZBA hearing was what day to the best of</p> <p>22 your recollection?</p> <p>23 A. I don't recall the exact day.</p> <p>24 Q. It was early in the month of July; correct?</p> <p>25 A. Right.</p>	<p style="text-align: right;">Page 96</p> <p>1 Q. So when you look at Exhibit 20, file No.</p> <p>2 56981, is that what you're referring to when you call it</p> <p>3 the conditional use ordinance?</p> <p>4 A. Yeah, Madison General to require conditional</p> <p>5 use approval in Campus-Institutional districts for uses</p> <p>6 involving -- yes.</p> <p>7 Q. We will just call it the conditional use</p> <p>8 ordinance going forward and that will -- so when I'm</p> <p>9 referring to the conditional use ordinance that's what</p> <p>10 I'm referring to; okay?</p> <p>11 A. Okay.</p> <p>12 Q. And you were the drafter of the conditional</p> <p>13 use ordinance; correct?</p> <p>14 A. Correct.</p> <p>15 Q. Did you receive input or assistance from</p> <p>16 anyone in the drafting of that ordinance?</p> <p>17 A. I would have received -- I would have not</p> <p>18 received any input with respect to the initial</p> <p>19 introduction of the ordinance by title only.</p> <p>20 It would have been common for me to consult</p> <p>21 with Matt Tucker on the specifics of what the ordinance</p> <p>22 would say and we may have talked to other staff as well.</p> <p>23 Q. Got it. For an introduction by title, who --</p> <p>24 well, let me ask you this: Did you draft the title?</p> <p>25 A. I assume that I did. I don't recall anybody</p>
<p style="text-align: right;">Page 95</p> <p>1 Q. So in this call with Alder Evers in August,</p> <p>2 the end of that first -- I guess you would call it was</p> <p>3 either August 1 or 2, Thursday or Friday, as you</p> <p>4 testified.</p> <p>5 What was the problem framed by Alder Evers</p> <p>6 that he was seeking to address?</p> <p>7 A. The one that I just testified to. The fact</p> <p>8 that in CI districts that don't have a master plan, you</p> <p>9 can establish uses that don't require the construction</p> <p>10 of a building without a conditional use process.</p> <p>11 Q. Those were his words, what did he say?</p> <p>12 A. I don't recall exactly what he said. That was</p> <p>13 what he wanted to do. It was basically a request to try</p> <p>14 and do something to address that problem.</p> <p>15 Q. And was there any discussion of Edgewood in</p> <p>16 that call with Alder Evers?</p> <p>17 A. I don't recall any discussion of Edgewood on</p> <p>18 that call.</p> <p>19 Q. So you had said that you drafted the ordinance</p> <p>20 itself that's relating to the amendment to the</p> <p>21 Campus-Institutional District zoning; correct?</p> <p>22 A. The conditional use ordinance you're referring</p> <p>23 to?</p> <p>24 Q. Yes.</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 97</p> <p>1 else that would have drafted the title.</p> <p>2 Q. To your recollection, prior to August 5 of</p> <p>3 2019, you had only one conversation with Alder Evers</p> <p>4 regarding the drafting of this ordinance; is that</p> <p>5 correct?</p> <p>6 A. That's my recollection.</p> <p>7 Q. So the title, when you look at Exhibit 20, the</p> <p>8 title of the ordinance, it starts out with "3rd</p> <p>9 Substitute." Do you see that?</p> <p>10 A. I do.</p> <p>11 Q. What does that mean?</p> <p>12 A. That means that as the ordinance went through</p> <p>13 the process certain changes were made to it once it was</p> <p>14 introduced, and each time a change is made it's called a</p> <p>15 substitute.</p> <p>16 So you have the original 1st substitute, 2nd</p> <p>17 substitute, 3rd substitute.</p> <p>18 Q. So the original, so the first change is then</p> <p>19 called the 1st substitute, then the second change would</p> <p>20 be a 2nd substitute, third change would be a 3rd</p> <p>21 substitute.</p> <p>22 A. The 1st substitute really is just called a</p> <p>23 substitute. It doesn't say "1st," but, yeah.</p> <p>24 Q. Got it. Do you recall the changes between the</p> <p>25 original, the 1st substitute?</p>

25 (Pages 94 - 97)

<p style="text-align: right;">Page 98</p> <p>1 A. I do not.</p> <p>2 Q. How about between the 1st and 2nd?</p> <p>3 A. I don't.</p> <p>4 Q. 2nd and 3rd?</p> <p>5 A. Do not. I would say the documents speak for</p> <p>6 themselves.</p> <p>7 Q. All of those different versions can be found</p> <p>8 on Legistar; is that right?</p> <p>9 A. Correct.</p> <p>10 Q. So the title on Exhibit 20, per Exhibit 20,</p> <p>11 the title of your ordinance, can you read that out loud</p> <p>12 for me, please, into the record?</p> <p>13 A. 3rd substitute, Amending Sections 28.097,</p> <p>14 subsection 2 and subsection 3, of the Madison General</p> <p>15 Ordinances to require conditional use approval in the</p> <p>16 Campus-Institutional District for uses involving new</p> <p>17 buildings or additions -- involving new buildings or</p> <p>18 additions to existing buildings the establishment,</p> <p>19 improvement, or modification exceeding 4,000 square feet</p> <p>20 in ground floor area and for the establishment,</p> <p>21 improvement, or modification of any occurring -- any use</p> <p>22 occurring outside an enclosed building, area on a zoning</p> <p>23 lot of any primary use and to require conditional use</p> <p>24 approval for the establishment, improvement, or</p> <p>25 modification of identified secondary uses.</p>	<p style="text-align: right;">Page 100</p> <p>1 MS. ZYLSTRA: Object to form. You can answer.</p> <p>2 A. Correct. It would be any of the uses</p> <p>3 identified as allowable uses in the CI District, so</p> <p>4 primary, secondary.</p> <p>5 Q. As you sit here today you don't recall any --</p> <p>6 you don't recall any urgency expressed by Alder Evers as</p> <p>7 to why he was raising this issue now for you on the end</p> <p>8 of that first week in August; August 2, August 3. You</p> <p>9 don't recall any urgency that was motivating his</p> <p>10 request, this call?</p> <p>11 MS. ZYLSTRA: Object to form. You can answer.</p> <p>12 A. No.</p> <p>13 Q. Sir, Exhibit 20 demonstrates an enactment date</p> <p>14 of -- well, it says final action 10/1 of 2019. Do you</p> <p>15 see that?</p> <p>16 A. I do.</p> <p>17 Q. And that is the date that the Common Council</p> <p>18 adopted the ordinance you drafted and closed public</p> <p>19 hearing on it; correct?</p> <p>20 A. Correct.</p> <p>21 Q. So what is the difference between the final</p> <p>22 action of 10/1/2019 and the enactment date, to your</p> <p>23 knowledge, on 10/11 of 2019?</p> <p>24 MS. ZYLSTRA: Objection. Foundation.</p> <p>25 A. I don't recall other than the -- or I</p>
<p style="text-align: right;">Page 99</p> <p>1 Q. Thank you.</p> <p>2 MS. ZYLSTRA: Rolls off the tongue.</p> <p>3 Q. It does. You have a way with words, sir.</p> <p>4 A. Thanks.</p> <p>5 Q. So you would have drafted that title for the</p> <p>6 3rd substitute; correct?</p> <p>7 A. Well, you don't draft titles first -- you</p> <p>8 don't necessarily draft a new title for every version,</p> <p>9 so that probably would have been the original title.</p> <p>10 You don't change the title necessarily as it goes</p> <p>11 through the process, or at least I don't recall doing</p> <p>12 that.</p> <p>13 Q. Okay. The title, at least on Exhibit 20,</p> <p>14 involves generally new buildings or additions. And it's</p> <p>15 not specific to a sort of type of building or addition,</p> <p>16 correct, as long as it's over the 4,000 square feet --</p> <p>17 A. Correct.</p> <p>18 MS. ZYLSTRA: Object --</p> <p>19 Q. -- condition?</p> <p>20 A. Yes.</p> <p>21 MS. ZYLSTRA: Sorry, I didn't think he was</p> <p>22 done. Object to form. You can answer.</p> <p>23 Q. And then it also goes on to relate to any use</p> <p>24 occurring outside of the enclosed building; correct?</p> <p>25 It's not specific to any particular types of uses?</p>	<p style="text-align: right;">Page 101</p> <p>1 shouldn't I say don't recall.</p> <p>2 I don't know other than ordinances do not</p> <p>3 become effective until the mayor signs them after the</p> <p>4 meeting.</p> <p>5 So sometimes the enactment date -- or I would</p> <p>6 really be more likely to refer to that as the effective</p> <p>7 date. That is related to when the mayor signs them and</p> <p>8 not the day of the council meeting.</p> <p>9 Q. So is it your understanding, sir, the law</p> <p>10 doesn't actually take effect until the mayor signs off</p> <p>11 on it; correct?</p> <p>12 MS. ZYLSTRA: Object. Foundation. You can</p> <p>13 answer.</p> <p>14 A. That's my understanding is that the effective</p> <p>15 date is when -- is not the night of the council meeting.</p> <p>16 Q. Got it. To your understanding and knowledge</p> <p>17 is there a requirement that the mayor sign off and enact</p> <p>18 the legislation within a certain period of time after</p> <p>19 Common Council adoption?</p> <p>20 MS. ZYLSTRA: Objection. Foundation.</p> <p>21 A. I'm not aware of that. Again, I wasn't the</p> <p>22 city attorney. I'm not the city attorney. So that's</p> <p>23 more the specifics of, you know, when something is</p> <p>24 passed, when it becomes effective, when it becomes</p> <p>25 enacted when the mayor signs it, that was something I</p>

<p style="text-align: right;">Page 102</p> <p>1 wasn't responsible for the details of that.</p> <p>2 Q. So, to your knowledge or in your experience,</p> <p>3 when two pieces of legislation have final action on the</p> <p>4 same day would have different enactment dates?</p> <p>5 MS. ZYLSTRA: Objection to form. You can</p> <p>6 answer.</p> <p>7 THE WITNESS: Can you read back the question?</p> <p>8 (Record read.)</p> <p>9 Q. Is it possible that two --</p> <p>10 A. I understand the question.</p> <p>11 Q. Yeah.</p> <p>12 MS. ZYLSTRA: Same objection.</p> <p>13 A. I can't say that it's not impossible, but I</p> <p>14 can't say it's not possible.</p> <p>15 I'm not aware of any circumstances where</p> <p>16 ordinances adopted on the same -- at the same council</p> <p>17 meeting would become effective on the same date, because</p> <p>18 it was my understanding that the mayor signed them off</p> <p>19 at the same time. So it would be unusual.</p> <p>20 Now, are there some outliers, finance stuff?</p> <p>21 Who knows. Budget stuff? There might be some weird</p> <p>22 things that they do differently just for statutory</p> <p>23 reasons.</p> <p>24 Q. Sure. Sir, did you ever hear of or</p> <p>25 participate in any discussions between city officials in</p>	<p style="text-align: right;">Page 104</p> <p>1 Q. I'll ask you to turn to Exhibit 19. Do you</p> <p>2 recognize that, sir, as the approved meeting minutes for</p> <p>3 the Common Council meeting dated Tuesday, August 6th,</p> <p>4 2019?</p> <p>5 A. That's what it appears to be, yes.</p> <p>6 Q. Do you remember, sir, if you were in</p> <p>7 attendance at that Common Council meeting?</p> <p>8 A. I don't recall.</p> <p>9 Q. Is it your typical practice to attend such</p> <p>10 meetings?</p> <p>11 A. No. Mike May attended all the council</p> <p>12 meetings and I attended when there was going to be an</p> <p>13 issue that I knew about or that he requested me to</p> <p>14 attend.</p> <p>15 Q. Got it. Sir, to the best -- let me ask you to</p> <p>16 turn to the last page of Exhibit 19. Actually, it</p> <p>17 should be labeled as the second to the last page, page</p> <p>18 36.</p> <p>19 A. So 36 on the bottom?</p> <p>20 Q. Yes.</p> <p>21 A. Okay.</p> <p>22 Q. And so, sir, looking at that file reference,</p> <p>23 No. 56981, do you recognize that as being your</p> <p>24 conditional use ordinance amendment from Exhibit 20?</p> <p>25 A. Let me just double check just to make sure the</p>
<p style="text-align: right;">Page 103</p> <p>1 which city officials expressed a desire to pass the</p> <p>2 conditional use ordinance amendment prior to the repeal</p> <p>3 of Edgewood's master plan?</p> <p>4 A. I don't recall any discussions like that with</p> <p>5 city officials.</p> <p>6 MR. INGRISANO: Why don't we take a quick</p> <p>7 break.</p> <p>8 MS. ZYLSTRA: Okay.</p> <p>9 (Recess)</p> <p>10 Q. MR. INGRISANO: Back on. Mr. Strange, you had</p> <p>11 mentioned that the conditional use ordinance amendment</p> <p>12 was introduced by title; correct?</p> <p>13 A. Correct.</p> <p>14 Q. And to the best of your recollection you</p> <p>15 drafted that original title?</p> <p>16 A. Correct.</p> <p>17 Q. And to the best of your recollection there was</p> <p>18 one call with Alder Evers prior to you drafting that</p> <p>19 original title; correct?</p> <p>20 A. Correct.</p> <p>21 Q. Beyond the conversation with Alder Evers, what</p> <p>22 if anything else would you have drawn upon in drafting</p> <p>23 the original title for its introduction?</p> <p>24 A. My identification of the hole in the</p> <p>25 ordinance.</p>	<p style="text-align: right;">Page 105</p> <p>1 number is right.</p> <p>2 Yes, that's the same number, 56981.</p> <p>3 Q. And this is the minutes entry for the</p> <p>4 introduction of the items from the floor for your</p> <p>5 ordinance amendment; correct?</p> <p>6 A. It appears to be, yes.</p> <p>7 Q. Can you read that title out loud for me,</p> <p>8 please?</p> <p>9 A. The title right here?</p> <p>10 Q. Where it says "By Title Only," yes.</p> <p>11 A. "Creating Madison General Ordinance Sections</p> <p>12 28.097(2)(d) and (e) requiring institutions in the</p> <p>13 Campus-Institutional District without an approved campus</p> <p>14 master plan to get conditional use approval for the</p> <p>15 establishment of open or (unintelligible) --</p> <p>16 THE REPORTER: Uh, slow down.</p> <p>17 THE WITNESS: Oh, I'm sorry, sorry, sorry.</p> <p>18 Q. MR. INGRISANO: Yeah, can you start over and</p> <p>19 --</p> <p>20 A. I'm sorry. I'm sorry.</p> <p>21 Q. I'm going to ask you to slow down and start</p> <p>22 over; okay?</p> <p>23 A. I'm sorry. I'll start over.</p> <p>24 "Creating Madison General Ordinance Sections</p> <p>25 28.097 subsection 2 (d) and (e) requiring institutions</p>

<p style="text-align: right;">Page 106</p> <p>1 in the Campus-Institutional District without an approved 2 campus master plan to get conditional use approval for 3 establishment of open and enclosed stadiums, 4 auditoriums, arenas, indoor or outdoor sports 5 recreational facilities, and agricultural uses and for 6 the installation of stadium lighting, amplified sound, 7 and the establishment or expansion of outdoor seating 8 over a specified capacity." 9 Q. Thank you. And that's the title that you 10 drafted? 11 A. I don't recall drafting the titles. It 12 wouldn't have been my responsibility to do that. 13 Q. You recognize, sir, that this title of what 14 was introduced from the floor on August 6 is more 15 narrowly crafted than the ordinance that was approved as 16 the 3rd substitute on October 1; correct? 17 MS. ZYLSTRA: Objection. Form. 18 A. I would say that I recognize that it's 19 different. I think your characterization would be 20 narrowly crafted. 21 Q. Do you disagree that it's more narrowly 22 crafted? 23 A. I think it's more specific. 24 Q. So it's more specific in fact to the issues 25 that were arising with Madison Edgewood High School;</p>	<p style="text-align: right;">Page 108</p> <p>1 A. Well, those were issues that were -- those 2 were items that were part of their original application 3 for a campus master plan which they had at this point 4 were not going through with. 5 Q. And the 3rd substitute involved all of the -- 6 well, strike that. 7 You recognize, sir, that stadiums, 8 auditoriums, arenas, indoor or outdoor sports and 9 recreational facilities and agricultural uses are all 10 permitted uses under the Campus-Institutional District 11 zoning ordinance? 12 A. They are not permitted uses. They are 13 allowable uses, which was another very odd part of that 14 ordinance. 15 Q. Those are not the entirety of the permitted or 16 allowable uses under that ordinance; correct? 17 A. Correct. 18 Q. But the 3rd substitute per its title and its 19 contents is not limited to just stadiums, auditoriums, 20 arenas, indoor or outdoor sports recreational facilities 21 and agricultural uses; correct? 22 MS. ZYLSTRA: Objection. Form. 23 THE WITNESS: I'm sorry, could you read that 24 back? I was shuffling papers. 25 (Record read.)</p>
<p style="text-align: right;">Page 107</p> <p>1 correct? 2 MS. ZYLSTRA: Objection. Form. You can 3 answer. 4 A. To the extent that it talks about stadiums and 5 sports recreational facilities, those were the two 6 issues with the Edgewood case. 7 But there are other items there, like 8 auditoriums and arenas and agricultural uses that are 9 also stated. 10 Q. Do you recall any agricultural issue being 11 raised at the ZBA hearing involving the Madison Edgewood 12 property? 13 A. Yes. At the ZBA hearing one of the examples 14 that Edgewood raised was some issue about the potential 15 of a correctional facility. 16 And I came -- I said in trying to explain the 17 hole in the ordinance said that theoretically an 18 agricultural use could be established if it didn't 19 involve a building. 20 And so we were trying to determine how to 21 address the hole in that ordinance. 22 Q. And with respect to the stadium lighting, 23 amplified sound, establishment of or expansion of 24 outdoor seating, those were also issues involved in the 25 Edgewood athletic complex; correct?</p>	<p style="text-align: right;">Page 109</p> <p>1 A. The 3rd substitute, the content of the 3rd 2 substitute, as I recall, addresses any of the allowable 3 uses that occur outside of a building, so it is not 4 limited to these. 5 Q. When did the title for this ordinance, the 6 conditional use ordinance, change? When did that title 7 change? 8 MS. ZYLSTRA: Objection. Form, foundation. 9 A. I don't recall when it changed. I mean, I 10 would say the documents speak for themselves. 11 Q. You changed it though; correct? 12 A. I would have changed them. 13 MS. ZYLSTRA: Wait, wait, wait, you guys are 14 talking over each other. Objection. Form. Did you get 15 the whole answer? 16 THE REPORTER: I'm not sure I got the whole 17 answer. I'll read it back. 18 (Record read.) 19 A. I don't recall changing the titles. I recall 20 working on the meat of the ordinances, the substance of 21 the ordinance over that period of time. I was less 22 concerned about the titles themselves, because those 23 aren't what become law. 24 The requirement for a title is that you give 25 general notice to the public about what the content of</p>

<p style="text-align: right;">Page 110</p> <p>1 the ordinance is going to be. So I was more concerned 2 at this point of just drafting the body of the 3 ordinance. 4 Q. Who changed the title? 5 A. I would have changed the title, but I'm saying 6 -- you asked me if I recall when I changed the title. I 7 don't recall. 8 Q. Why did you change the title? 9 A. I don't recall. 10 Q. Can you look at Exhibit 24, sir, and 11 familiarize yourself with this. 12 Do you recognize this as a memo you drafted to 13 the Plan Commission dated August 26, 2019? 14 A. Yes. 15 Q. And in this memo you are analyzing both the 16 map amendment for the Edgewood plan repeal and the 17 conditional use ordinance change; correct? 18 A. Correct. 19 Q. And your conclusion at the end of this memo on 20 page 3 in summary is that if both of those items are 21 approved by the Common Council on September 3, the 22 practical effect, practical impact, is that Edgewood 23 would be allowed to play games but that any improvement 24 or modification will require conditional use approval; 25 correct?</p>	<p style="text-align: right;">Page 112</p> <p>1 A. I don't recall if I did or not. 2 Q. As a matter of typical practice when you are 3 on a "From" line in a memorandum on a city document do 4 you typically have input or approval over the document 5 before it goes out? 6 MS. ZYLSTRA: Object to form. You can answer. 7 A. I would say I have input. I mean, obviously, 8 city attorney is on this so approval is his. 9 Q. In the second paragraph the memo says, "In 10 terms of the RLUIPA claim, the City's best legal 11 position would be if the master plan were repealed and 12 no other changes in the CI District ordinances were 13 adopted." Did I read that correctly? 14 A. You did read that correctly. 15 Q. Do you know what other changes in the CI 16 District ordinances are being referenced there? 17 A. I don't. 18 Q. Do you know if that refers to your conditional 19 use ordinance amendment? 20 A. I mean, I'm -- perhaps at the bottom it says, 21 "Additionally, several alders are proposing changes to 22 the CI District that would impact all of the entities in 23 the CI District -- 24 THE REPORTER: Slow down, please. 25 A. Sorry. "Additionally, several alders are</p>
<p style="text-align: right;">Page 111</p> <p>1 A. Correct. 2 Q. And that improvement or modification would 3 include lights; correct? 4 A. Correct. 5 Q. And that was your analysis of what would 6 happen in the impact of how these two pieces of 7 legislation would interplay; is that correct? 8 A. That's correct. 9 MS. ZYLSTRA: Late objection to form. 10 Q. MR. INGRISANO: Are you aware of any reason 11 why these two enactments were being considered at the 12 same time other than mere coincidence? 13 MS. ZYLSTRA: Objection to form, foundation. 14 But you said "are you aware"? 15 MR. INGRISANO: Uh-huh. 16 MS. ZYLSTRA: I remove that foundation 17 objection. You can answer. 18 A. I'm not aware. 19 Q. Let me ask you to take a look at Exhibit 30, 20 sir. 21 This is a memo in which you are one of two 22 people on the "From" line to members of the Plan 23 Commission, dated August 22, 2019. Do you see that? 24 A. I do. 25 Q. Did you draft this memo?</p>	<p style="text-align: right;">Page 113</p> <p>1 proposing changes to the CI District that would impact 2 all of the entities in that CI District." 3 So I'm assuming that's what that was referring 4 to. 5 Q. Do you know why it would be the City's best 6 legal position if the master plan were repealed and no 7 other changes in the CI District ordinance were adopted? 8 A. Well, this -- I mean, this memo is dated 9 August 22nd, 2019, which is also the date that we 10 received the lawsuit from Edgewood, same day. 11 We obviously, at that point, hadn't had an 12 opportunity to read the entire lawsuit and digest it. I 13 think that we had read it enough to realize they were -- 14 their entire claim was based on the master plan, and a 15 relatively quick and obvious conclusion was without the 16 master plan they have no claim. 17 And so it's a simple statement that if the 18 master plan goes away then likely that's your best 19 position. 20 It really wasn't making a judgment on the 21 value of the RLUIPA claim, just analyzing the sort of 22 building blocks of the lawsuit. 23 Q. Let me ask you to take a look at Exhibit 31. 24 A. Okay. 25 Q. This is a meeting invite dated for a meeting</p>

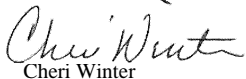
<p style="text-align: right;">Page 114</p> <p>1 start of February 13, 2020, and you're listed as a 2 required attendee. Do you see that? 3 A. I do. 4 Q. Do you recall being invited to this meeting? 5 A. I do. 6 Q. And do you recall attending that meeting? 7 A. I do. 8 Q. What was discussed during that meeting? 9 A. Well, I mean, Alder Evers scheduled the 10 meeting to help Edgewood's neighbors understand the 11 process moving forward and, as I recall, the questions 12 they had related to the conditional use process. 13 And I recall being asked a question what the 14 -- what the neighbors' rights were. And I said you 15 don't have any rights. We have the conditional use 16 process to go through. 17 They apply for a conditional use, go through 18 the process, you have an opportunity to attend the 19 meetings and present information just like Edgewood 20 does. 21 And I made a point to say I can't tell you how 22 to do that or what to do, just like we don't tell 23 Edgewood how to prepare their conditional use. 24 Q. So you didn't suggest any information that 25 would be helpful in rebutting Edgewood's request for</p>	<p style="text-align: right;">Page 116</p> <p>1 Do you see that? 2 A. I do. 3 Q. And that pertains to Edgewood's repeal of its 4 master plan. Is that right? 5 A. That's what it says. 6 Q. Do you recall protest petitions being filed by 7 the neighbors against Madison's -- against Madison 8 Edgewood's attempt to repeal its master plan? 9 A. I don't have an independent recollection of 10 when they were filed. I recall that they were filed and 11 it's something I had to deal with, but they don't file 12 those with our office. 13 Q. Sure. You understood, did you not, that as a 14 result of petitions there actually was going to be a 15 three-quarters vote requirement in order to repeal the 16 Edgewood Master Plan? 17 A. Yes, eventually I did. I don't know when that 18 became obvious to me. 19 Q. So the eventual repeal of the master plan did 20 in fact require a three-quarter vote; correct? 21 A. Correct. 22 (Exhibit 115 marked.) 23 Q. MR. INGRISANO: Mr. Strange, I'm handing you 24 what's been marked as Exhibit 115. 25 And I don't know the date of this document or</p>
<p style="text-align: right;">Page 115</p> <p>1 conditional use? 2 A. I did not. I remember this meeting because 3 they were very unhappy with me. 4 Q. Do you recall Alder Evers being unhappy with 5 you? 6 A. I don't recall him being unhappy with me. He 7 was, I think, trying to do the alder thing of providing 8 information to his constituents. 9 I don't recall him being unhappy with me or 10 saying anything in the meeting other than listening. 11 The neighbors did say some things to me but -- to 12 express their displeasure. 13 (Exhibit 114 marked.) 14 Q. MR. INGRISANO: Sir, I'm handing you what's 15 been marked as Exhibit 114. 16 Do you recognize this as a memo from Heather 17 Stouder to the mayor and the Madison Common Council 18 dated October 11, 2019? 19 A. That appears to be what this is, yes. 20 Q. You are listed as a cc on this document. Do 21 you see that? 22 A. I am, yes. 23 Q. And in this memo, Ms. Stouder is apprising the 24 mayor and the Common Council that on Wednesday, October 25 2, 2019, the city clerk received two protest petitions.</p>	<p style="text-align: right;">Page 117</p> <p>1 when it was created, but do you recognize this as your 2 resume at least at some period of time while you were 3 still with the Office of the City Attorney? 4 A. That's what it appears to be. It's a little 5 odd to get it from you and not know where it came from. 6 I mean, do I think somebody created this on their own? 7 Probably not, but I don't know. 8 Q. Sure. I'll represent to you, sir, that it was 9 produced by the defendants in this litigation. 10 A. Okay. 11 Q. Let me ask you to take a look at this and tell 12 me what updates you -- first, take a look at this and 13 tell me what updates you would add to this document to 14 make it current as of today. 15 MS. ZYLSTRA: I'll object to form, but go 16 ahead. 17 A. Okay. I'm going to have to take a look at it. 18 Q. Yeah. Please. 19 A. Okay. Where you would you like to start? 20 Q. Start where you want to start. Start at the 21 beginning. 22 A. Okay. So, obviously, I don't work for the 23 City anymore. I work full time at the law school so I 24 would change that. I would change my dates of 25 employment with the City from June 2009 to August 1st,</p>

<p style="text-align: right;">Page 118</p> <p>1 2021.</p> <p>2 This would appear to be a document from prior</p> <p>3 to when Mayor Satya Rhodes-Conway was elected, because</p> <p>4 it references Paul Soglin.</p> <p>5 I don't know exactly -- can't remember exactly</p> <p>6 when she was elected but it's been a little while now.</p> <p>7 This also appears to be back when the City</p> <p>8 still had a transit and parking commission, which we</p> <p>9 rewrote ordinances. We -- I rewrote the ordinances that</p> <p>10 involved the seven transportation-related committees.</p> <p>11 We reduced those to one, to a transportation commission</p> <p>12 and to a transportation policy and planning board. So I</p> <p>13 would update that.</p> <p>14 I would include on here that I drafted that</p> <p>15 ordinance. I would add on here that I drafted the</p> <p>16 ordinance to rewrite the Landmark -- the Historic</p> <p>17 Landmark Ordinance so we now call it the Historic</p> <p>18 Preservation Ordinance.</p> <p>19 I would add on here that during the time</p> <p>20 period from about 2017 to 2020-something, I was lead</p> <p>21 staff to the task force on government structure that</p> <p>22 involved over 90 meetings over the course of that time.</p> <p>23 It involved writing a giant report on the status of the</p> <p>24 City of Madison government structure as it relates to</p> <p>25 equity and social justice issues.</p>	<p style="text-align: right;">Page 120</p> <p>1 ordinances that you would be sure to note.</p> <p>2 Can you identify again which ordinances you</p> <p>3 would call out in your resume today?</p> <p>4 A. Chapter 33.55, Chapter 33.56, and Chapter 41</p> <p>5 would be the ones that encompass the rewrites of all the</p> <p>6 transportation-related ordinances.</p> <p>7 And then Chapter 41 is where we parked the</p> <p>8 Historic Preservation Ordinance.</p> <p>9 I did the first half of that and then started</p> <p>10 the second half of it around February-ish 2019 when we</p> <p>11 started to rewrite the back half to do all the different</p> <p>12 regulations for the historic districts.</p> <p>13 That actually was just enacted a couple weeks</p> <p>14 ago, so I was -- handed that off.</p> <p>15 Q. So those were ordinances you would call out</p> <p>16 because you were particularly proud of your work on</p> <p>17 those?</p> <p>18 A. I don't know if I would use the word "proud."</p> <p>19 It demonstrates things that I did at the City that could</p> <p>20 be appealing to a prospective employer if I were</p> <p>21 applying for a job, but I don't know.</p> <p>22 Q. Sure. With your taking over in the City</p> <p>23 attorney's office responsibilities for zoning and land</p> <p>24 use issues, you said in the 2013-2014 timeframe, were</p> <p>25 you involved in any way in the creation of the</p>
<p style="text-align: right;">Page 119</p> <p>1 I would add to this that at some point in 2016</p> <p>2 I handled the City's lawsuit involving the NRA's</p> <p>3 challenge to guns on buses that we were successful in</p> <p>4 circuit court, won in the court of appeals, and then</p> <p>5 lost at the Supreme Court. So I probably would add that</p> <p>6 on here for better or worse just as an indicator of some</p> <p>7 of the work that I had done.</p> <p>8 And there are countless other things I could</p> <p>9 imagine adding to this if I were trying to update it to</p> <p>10 get a job. But that's what comes to mind at the moment.</p> <p>11 Q. But the summary of the different professional</p> <p>12 experiences you had working with Office of City</p> <p>13 Attorney, Wisconsin Supreme Court, Office of the Wake</p> <p>14 County Attorney, Kestenbaum Law Firm, Joyce L. Davis &</p> <p>15 Associates, those or all accurate; correct?</p> <p>16 MS. ZYLSTRA: Object to form. You can answer.</p> <p>17 A. Correct. Those are places I worked.</p> <p>18 Q. So you would add your current job at the</p> <p>19 University of Wisconsin Law School; correct?</p> <p>20 A. Yes.</p> <p>21 Q. The summary of your education is accurate and</p> <p>22 complete?</p> <p>23 A. Yes.</p> <p>24 Q. When you said you would update your work with</p> <p>25 the Office of the City Attorney, you mentioned some</p>	<p style="text-align: right;">Page 121</p> <p>1 Campus-Institutional zoning ordinance?</p> <p>2 A. No, I was not, no.</p> <p>3 Q. Were you involved in any way with the review</p> <p>4 and creation of the Edgewood Master Plan?</p> <p>5 A. I was not.</p> <p>6 MR. INGRISANO: No further questions.</p> <p>7 MS. ZYLSTRA: Okay. We will reserve the right</p> <p>8 to read and sign.</p> <p>9 (Deposition adjourned at 12:12 p.m.)</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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1 CERTIFICATE OF REPORTER
2

3 I, Cheri Winter, a Certified Shorthand
4 Reporter, Notary Public in and for the State of
5 Wisconsin, do hereby certify that the foregoing
6 deposition was taken before me, on the 1st day of June
7 2022; that it was taken at the request of the Plaintiff;
8 that it was taken in shorthand by me, a competent court
9 reporter and disinterested person, approved by all
10 parties in interest, and thereafter converted to
11 typewriting using computer-aided transcription; that
12 said deposition is a true record of the deponent's
13 testimony; that the deposition was taken pursuant to
14 Subpoena, that said JOHN W. STRANGE, before examination
15 was sworn by me to testify to the truth, the whole
16 truth, and nothing but the truth relative to said cause.
17 Dated June 8, 2022.

18 
19 Cheri Winter
20 Notary Public
21 State of Wisconsin
22
23
24
25

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1 Veritext Legal Solutions
2 1100 Superior Ave
3 Suite 1820
4 Cleveland, Ohio 44114
5 Phone: 216-523-1313
6
7 June 8, 2022
8 To: Ms. Zylstra
9
10 Case Name: Edgewood High School Of The Sacred Heart, Inc. v. City Of
11 Madison Wisconsin, Et Al.
12 Veritext Reference Number: 5244848
13 Witness: John W. Strange Deposition Date: 6/1/2022
14
15 Dear Sir/Madam:
16
17 Enclosed please find a deposition transcript. Please have the witness
18 review the transcript and note any changes or corrections on the
19 included errata sheet, indicating the page, line number, change, and
20 the reason for the change. Have the witness' signature notarized and
21 forward the completed page(s) back to us at the Production address
22 shown
23 above, or email to production-midwest@veritext.com.
24
25 If the errata is not returned within thirty days of your receipt of
this letter, the reading and signing will be deemed waived.

Sincerely,
Production Department

25 NO NOTARY REQUIRED IN CA

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1 DEPOSITION REVIEW
2 CERTIFICATION OF WITNESS

3 ASSIGNMENT REFERENCE NO: 5244848
4 CASE NAME: Edgewood High School Of The Sacred Heart, Inc. v.
5 City Of Madison Wisconsin, Et Al.
6 DATE OF DEPOSITION: 6/1/2022
7 WITNESS' NAME: John W. Strange
8 In accordance with the Rules of Civil
9 Procedure, I have read the entire transcript of
10 my testimony or it has been read to me.
11 I have made no changes to the testimony
12 as transcribed by the court reporter.
13
14 Date John W. Strange
15 Sworn to and subscribed before me, a
16 Notary Public in and for the State and County,
17 the referenced witness did personally appear
18 and acknowledge that:
19
20 They have read the transcript;
21 They signed the foregoing Sworn
22 Statement; and
23 Their execution of this Statement is of
24 their free act and deed.
25
I have affixed my name and official seal
this _____ day of _____, 20____.

Notary Public
Commission Expiration Date

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1 DEPOSITION REVIEW
2 CERTIFICATION OF WITNESS

3 ASSIGNMENT REFERENCE NO: 5244848
4 CASE NAME: Edgewood High School Of The Sacred Heart, Inc. v.
5 City Of Madison Wisconsin, Et Al.
6 DATE OF DEPOSITION: 6/1/2022
7 WITNESS' NAME: John W. Strange
8 In accordance with the Rules of Civil
9 Procedure, I have read the entire transcript of
10 my testimony or it has been read to me.
11 I have listed my changes on the attached
12 Errata Sheet, listing page and line numbers as
13 well as the reason(s) for the change(s).
14 I request that these changes be entered
15 as part of the record of my testimony.
16
17 I have executed the Errata Sheet, as well
18 as this Certificate, and request and authorize
19 that both be appended to the transcript of my
20 testimony and be incorporated therein.
21
22 Date John W. Strange
23 Sworn to and subscribed before me, a
24 Notary Public in and for the State and County,
25 the referenced witness did personally appear
and acknowledge that:
They have read the transcript;
They have listed all of their corrections
in the appended Errata Sheet;
They signed the foregoing Sworn
Statement; and
Their execution of this Statement is of
their free act and deed.
I have affixed my name and official seal
this _____ day of _____, 20____.

Notary Public
Commission Expiration Date

1 ERRATA SHEET
2 VERITEXT LEGAL SOLUTIONS MIDWEST
3 ASSIGNMENT NO: 5244848
4 PAGE/LINE(S) / CHANGE /REASON
5 _____
6 _____
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 Date _____ John W. Strange
21 SUBSCRIBED AND SWORN TO BEFORE ME THIS _____
22 DAY OF _____, 20_____.
23 _____
24 Notary Public
25 _____
Commission Expiration Date

[& - 33.56]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

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COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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